

Attachment D

This exhibit depicts the alignment of existing training modules under the new CCC progression lines established by this agreement. This listing depicts the training available by job classification, but it does not represent a required level of training for all employees within a specific job classification. The parties agree to meet and discuss significant changes to this training structure, as stated in Article II, Section 7E of the Labor Agreement. Significant changes are when modules move from one job classification to another.

Proposed CCC Progression Line--Major Functions & Training Modules				
CSA-I	CSA-II	CSA-III	CSR	Sr-CSR
CTP Res Payment Agreements CTP Res Start/Stop Service CSS Account Maintenance Foundational Tools Outage Problems	CSS Res and Non-Res Collection CSS Res Start/Stop Service Small C&I Start/Stop Service Res Backoffice Billing	New and Upgraded Electric Service Res Energy Education C&I Backoffice Rebilling Res Billing Calls Misc Calls	Small C&I Energy Ed Small C&I Billing Calls Renewable Energy Advanced Billing	Escalated Contacts Training/Coaching Group Meeting Leader
New Employee Orientation	Disconnect Service Orders	Billing Calls-Residential	Billing Calls-Small C&I	Sr. CSR Skills
Web Retrieval	Add Customer	Callout Response-Advanced	Energy Education Small C&I	Instructor Orientation
Payment Assistance	Connect Service Orders- Residential	Budget Billing Calls	RTS Systems & Options	Instructor Training
Budget Billing Basics	POS ID and Security Deposits	WMS Intro	Responding to Legislative Complaints	
Residential Reco CTP	Connect Service Orders-Non Residential	REMSI	Renewable Energy- Processing Applications	
Lost and Misapplied Prints Introduction	Act 54 Introduction	Initiating WRs for New Service	Advanced Renewable Energy Training	
OnTrack Overview	Complaints and Disputes 2	Initiating WRs for Change of Service	LP Billing	
WATT Application	PA State Sales Tax Rule Introduction	Initiating WRs for Removals	Summary Billing	
PUC Doc Entry	Rate Schedules Introduction	Cancelling & Reactivating Work Orders	Mixed Meter Rebilling	
Web Self Service Application Overview	Establishing and Removing an Area Light	Initiating WRs for Relocation of Company Facilities	OnTrack Rebilling	
Programs to Help Customers	Customer Choice	Relocations, Tree Trimming, Misc Investigation Orders	OnTrack Bankruptcies	
Revenue Protection Intro	Budget Billing Explanation and Adj	Initiating WRs for Area Lights	Holiday Lighting	
Aspect Phones & Screen Pop	Landlord Coding	Energy Education- Residential	PUC Hearings	
Call Handling Expectations	Meter Reading and Billing	MyPPL Analyzer	Theft/Sensitive Acct Rebilling	
Telephone Techniques	CSS Payment Agreements	Carbon Calculator	Outside Attorney Interface	
Language Interpreter	Overdue Final Bills	Request Credit		
Call Intercept	Residential Reco CSS	Healing Customer Relationships		
CS Letters Introduction	Non-Residential Termination	Area Light Rebilling		
Office Communicator	Non-Residential Reconnection	C&I Back Office Billing & WFMs		
HuP- Three Point Communication	Special Agreements	Bankruptcies		
VPP	Service Orders and Field Orders Introduction	Line Extension Guarantee Billing		
Standards of Conduct and Integrity	Electronic Funds Transfer	Rate Change Requests/Rebilling		
Facility Emergency Plan	Collection Referrals	TOU Rebilling		
Human Performance	PUC Mediation Response			
Hazard Communication	Continuous Account Transfer Reversal			
Managing the Collection Experience	Residential High Balance WATT Referrals			
Complaints & Disputes 1	Working Faxed 30 Day Med Certs			
Residential Dunning	Transferring Balance from Finalled or Written off			
CTP Stop	Caring for Customers			
CTP Transfer	Introduction to Basic Billing			
CTP Start	Residential WFMs			
Customer Choice Introduction	Rate Schedules			
Landlord Coding introduction	Pennsylvania State Sales Tax Rules			
Reaching for Stellar Service	Late Payment Charges			
Components of Electric Bill	Issuing a Duplicate Bill			
CSS Introduction	Transfers & Refunds			
CSS Retrieval	Late Payer Program			
Account Information	Rejected Bills			
Documenting Contacts with Customers	Calculating and Applying Interest			
Maintaining Account Information	Security Deposit Waiver Mailbox			
Operation Help Enrollments	Due Date Change Requests			
Third Party Notification	EFT Billing			
Web Self Service Application	Adjust Metered Usage Application			
CSR Web Administration	Budget Billing Rebilling			
Web Self-Service Application Admin	Res Stopped Meter WATT Prep			
Power Problems	Res Stopped Meter Rebilling			
PA OneCall Introduction	Sales Tax Exemptions/Certificates			
	Connect at Wrong Address			
	Referrals to Attorneys			

EXHIBIT C

	Hrly Rate	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Totals		
Bethlehem - Training	\$19.00	1566	240	0	0	0	641.29	0	0	0	1505		Circuit Hardware	\$51,994
		\$29,754	\$4,560	\$0	\$0	\$0	\$12,185	\$0	\$0	\$0	\$28,595		Scranton Circuit	\$13,536
Bethlehem - Collections	\$22.50	\$0	1320	2798.83	2092.42	2222.33	1529.67	1920	2640	2220.44	\$49,960		Allentown Circuit	\$16,920
		\$0	\$29,700	\$62,974	\$47,079	\$50,002	\$34,418	\$21,600	\$43,200	\$59,400	\$320		Total	\$82,450
Bethlehem - BO	\$25.00	\$0	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000		Hourly rate over 3 years	\$13
		\$0	\$0	\$0	\$0	\$0	606.04	1616	656	\$0	506		45 Agents	\$0.29
Bethlehem - Inbound	\$25.00	\$0	\$0	\$0	\$0	\$0	\$15,151	\$40,400	\$16,400	\$0	\$12,650		75 Agents	\$0.18
		\$0	240	1911.95	3548.15	3285.64	\$162.02	\$0	\$0	\$0	\$0		105 Agents	\$0.13
Florida - Training	\$19.00	\$0	\$4,560	\$36,327	\$67,415	\$62,427	\$98,078	\$0	\$0	\$0	\$0			
		\$0	\$0	2321.95	\$52,244	\$0	\$0	\$0	\$0	\$0	\$0			
Florida - Production (Rate \$22.50)	\$22.50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
		\$0	\$0	\$0	2603.99	6074.31	3578.11	8566.22	10777	9914.03	8179.61			
Florida - Production	\$25.00	\$0	\$0	\$0	\$65,100	\$151,858	\$89,453	\$214,156	\$269,425	\$247,851	\$204,490			
		\$0	\$0	\$0	21.5	\$0	\$0	\$0	\$0	\$0	\$0			
Florida - Emergency Recovery	\$25.00	\$0	\$0	\$0	\$538	\$0	\$0	\$0	\$0	\$0	\$0			
		\$0	\$0	\$0	28	137.17	229.74	832.53	547.66	54.42	\$0			
OT and/or Holiday Production	\$37.50	\$0	\$0	\$0	\$1,050	\$5,144	\$8,615	\$31,220	\$20,537	\$2,041	\$0	\$68,607		
		\$0	\$0	\$0	\$0	\$0	\$0	\$0	56	\$0	\$0			
Memorial Day	\$34.50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,932	\$0	\$0			
		1566	2520	4710.78	8294.06	11719.45	11746.87	11974.75	13956.66	12608.45	12731.05	91828		
Total Billable hours (Training + Productivity)														
Training		\$29,754	\$9,120	\$36,327	\$67,415	\$62,427	\$110,263	\$0	\$0	\$0	\$28,595	\$343,901		
Production		\$0	\$47,700	\$62,974	\$112,717	\$201,860	\$139,021	\$276,156	\$329,025	\$307,251	\$275,100	\$1,751,803		
OT & Holidays		\$0	\$0	\$0	\$1,050	\$5,144	\$8,615	\$31,220	\$22,469	\$2,041	\$0	\$70,539		
Circuit (\$0.18 * 75 FTE * 173.33 hrs per month)		\$2,340	\$2,340	\$15,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340	\$2,340		
Total (Vendor Agents only)	\$32,094	\$59,160	\$114,640	\$183,522	\$271,771	\$260,239	\$309,715	\$353,834	\$311,631	\$306,035	\$2,202,643			
Vendor Hrly rate (excluding circuit)	\$20.49	\$23.48	\$24.34	\$22.13	\$23.19	\$22.15	\$25.86	\$25.35	\$24.72	\$24.04	\$23.99			
Avg. 75 FTE hrly rate - Circuit	\$0.18	\$0.18	\$1.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18	\$0.18			
Vendor Hourly Rate	\$20.67	\$23.66	\$25.52	\$22.31	\$23.37	\$22.33	\$26.04	\$25.53	\$24.90	\$24.22	\$24.17			
Billable Hours (Productive + Training)		1566	2520	7033	8294	11719	11747	11975	13957	12608	12731	94150		
In-house (CSA3) - 2015	\$20.59	\$32,244	\$51,887	\$144,804	\$170,775	\$241,303	\$241,868	\$246,560						
In-house (CSA3) - 2016	\$21.15								\$295,183	\$266,669	\$269,262			
												\$0		
Benefit Multiplier	0.3041	\$42,049	\$67,665.58	\$188,838.78	\$222,707	\$314,684	\$315,420	\$321,539	\$384,949	\$347,763	\$351,144	\$2,556,759		
Billable Productive Hours		0	2040	5121	4746	8434	5944	11975	13957	12608	11226			
Shift Differential - 2015	\$1.90	\$0	\$3,876	\$9,729	\$9,017	\$16,024	\$11,293	\$22,752						
Shift Differential - 2016	\$2.00								\$27,913	\$25,217	\$22,452			
Total (Production, Training, Benefits, Shift Dif)		\$42,049	\$71,542	\$198,568	\$231,725	\$330,708	\$326,713	\$344,291	\$412,862	\$372,980	\$373,596	\$2,705,034		
Billable OT Hours		0	0	0	28	137.17	229.74	832.53	603.66	54.42	0			
Shift OT 1.5	1.5	\$0	\$0	\$0	\$865	\$4,236	\$7,096	\$25,713	\$19,151	\$1,726	\$0	\$58,787		
Total In-house (Agents only)		\$42,049	\$71,542	\$198,568	\$232,589	\$334,945	\$333,808	\$370,004	\$432,013	\$374,706	\$373,596	\$2,763,821	Variance Vendor vs. Inhouse	
Hourly Rate		\$26.85	\$28.39	\$28.23	\$28.04	\$28.58	\$28.42	\$30.90	\$30.95	\$29.72	\$29.35	\$29.36	\$561,178	
Vendor AVP - Supervisor Billable hours	\$25	960	1120	1176	1632	2294	1680	1680	1760	1760	1776			
Supervisor Cost		\$24,000	\$28,000	\$29,400	\$40,800	\$57,350	\$42,000	\$42,000	\$44,000	\$44,000	\$44,400	\$395,950		
Supervisor Head Count		6	6	7	9	13	10	10	10	10	10			
In-house Hourly Rate (no Benefits)	\$38.65	\$37,104	\$43,288	\$45,452	\$63,077	\$88,663	\$64,932	\$64,932	\$68,024	\$68,024	\$68,642		Variance Vendor vs. Inhouse	
Benefit Multiplier	0.3041	\$48,387	\$56,452	\$59,274	\$82,258	\$115,626	\$84,678	\$84,678	\$88,710	\$88,710	\$89,517	\$798,290	\$402,340	

	Rate	Months																																Total Training	Total Production	Total Support	Vendor	Productivity	Profitability	ROI																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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CSA - Training	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50	5

1/20/2016

PPL EU Benefits Budget
Budget Item 12000
(\$000)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
FICA SS & Medicare*	15,615	15,167	15,029	15,422	15,782
FUTA*	195	190	188	193	197
SUTA*	781	758	751	771	789
Workmen's Comp	3,022	3,110	3,202	3,305	3,403
Sub-Total	19,614	19,225	19,170	19,691	20,172
Retirement Plan - DB	24,500	24,500	24,500	24,500	24,500
SERP	-	-	-	-	-
Supp Comp Pension Plan	-	-	-	-	-
Sub-Total	24,500	24,500	24,500	24,500	24,500
Group Life (Net)	639	622	627	637	645
Post Retirement					
Medical & Life	750	750	750	750	750
Med Care-Active (Net)	22,765	23,413	24,252	25,397	26,442
Dental Plan (Net)	1,279	1,245	1,253	1,275	1,290
L-T Disab. CIGNA Inc Repl	578	563	567	576	583
AD or D	123	120	120	123	124
L-T Disab. Med/Dental/Life Ins	352	361	369	379	389
Def Svgs Plan	7,000	7,350	7,718	8,103	8,509
Retirement Plan - DC					
Sub-Total	33,487	34,424	35,656	37,241	38,730
Total	77,601	78,149	79,326	81,432	83,402
Check					
Total T&B	77,601	78,149	79,326	81,432	83,402
Total Adjusted Payroll*	195,193	189,583	187,861	192,780	197,275
Loading Rate	39.8%	41.2%	42.2%	42.2%	42.3%
Loading Rate Used					

Adjusted base payroll	195,193	189,583	187,861	192,780	197,275
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Exhibit 4**COMPANY**

9/14/16

reporter: trisha sims

Veritext Legal Solutions

EXHIBIT D

NOTIFICATION OF CONTRACTOR WORK



Send original, signed form to:
IBEW Local 1600 - IEW

PPL Electric Utilities
 Business Unit Name

707
 Responsibility Center

will use the following contractor for work at PPL:

Contractor Name iQor	Contractor Type <input checked="" type="checkbox"/> Specific <input type="checkbox"/> Blanket	Date of This Form 10/19/2015
Job Location/Plant Bethlehem, PA and Fort Lauderdale, FL		Contractor Start Date 11/01/2015
Brief Description of Work PPL Electric Utilities has signed a contract with First Contact LLC (iQor) to handle inbound and outbound customer service interactions, back office work, and provide 24/7 support. iQor provides redundancy and disaster recovery capabilities to meet customer needs if an event impacts PPL facilities.		Contractor Stop Date 12/31/2016

Instructions A) Check all justification boxes that apply B) Send copy of completed form to the Local Chief Steward		C) Send copy of completed form to Labor Relations, GENN2. D) Place copies in your local files as directed by your dept.
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Justification for Contractor Work (Must satisfy Article II, Section 5, Paragraph D)
 Check all boxes that apply.

Skills/License Not Available Within PPL <input type="checkbox"/> Contractor has employees with special skills not available within PPL <input type="checkbox"/> Contractor has license or certification to perform specialized work <input type="checkbox"/> Contractor utilizes special tools or equipment not available within PPL <input checked="" type="checkbox"/> Contractor will provide employees with specialized skills because PPL employees with those skills are fully employed doing this work. Peak Work <input type="checkbox"/> Contractor to work during power plant outage <input type="checkbox"/> Contractor to work on special projects <input checked="" type="checkbox"/> Contractor to work during seasonal/other peaks Economic Advantage <input checked="" type="checkbox"/> Use of contractor will reduce cost of work	Time Constraints (short-term conditions) <input type="checkbox"/> Contractor required to meet an identifiable in-service deadline <input type="checkbox"/> Contractor required to meet customer in-service deadline <input type="checkbox"/> Contractor required to avoid PPL losing market share if deadline not met <input checked="" type="checkbox"/> Contractor required to work during emergency Public/Customer Relations <input type="checkbox"/> Contractor required to provide timely restoration of service <input type="checkbox"/> Contractor required to meet specific regulatory requirements <input type="checkbox"/> Contractor required to meet extraordinary work situations
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Chris Graham
 Approval
 Chris Graham
 Print Name

10/21/15
 Date

cc: Labor Relations - GENN2
 Local Chief Steward -



6-16

EXHIBIT E

Job Title	7/2015	8/2015	9/2015	10/2015	11/2015	12/2015	1/2016	2/2016	3/2016
CSA1 Lehigh	2	2	2	1	1	1	1	1	0
CSA2 Lehigh	18	18	16	16	16	16	16	16	16
CSA3 Lehigh	7	7	7	7	7	7	7	7	7
CSRs Lehigh	49	48	47	47	47	47	45	43	44
Sr CSRs Lehigh	5	5	5	5	5	5	5	5	5
Lehigh	81	80	77	76	76	76	74	72	72
CSA1 SCR	0	0	0	0	0	0	0	0	0
CSA2 SCR	6	6	6	6	6	5	5	5	5
CSA3 SCR	7	7	7	7	7	7	7	7	7
CSRs SCR	63	63	62	62	61	60	59	59	59
Sr CSRs SCR	5	5	5	5	5	5	5	5	5
Scranton	81	81	80	80	79	77	76	76	76
CCC Total Staff	162	161	157	156	155	153	150	148	148

Exhibit 11

UNION

9/14/16

reporter: trisha sims

Veritext Legal Solutions

EXHIBIT F



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**LOCAL UNION 1600
GRIEVANCE FORM**

KEYWORD:

GRIEVANCE NO.

15-Leh-035

PDF FILE NO.

GRIEVANCE RECORD

Name(s) LOCAL 1600 / Steve Knoebel Job Title President
Department & Work Location Customer Service - Various Locations
Date of Occurrence(s) 11/12/15 Date of Complaint Discussion 11/5/15
Date Reduced to Writing 11/12/15 Name of Steward Steve Knoebel
Brief Statement of Grievance Company is contracting Local 1600 work

Provision of Labor Agreement in Dispute: Article I Section I Paragraph A ☒ And any other
Article II Section 5 Paragraph D Article VI Section I Paragraph D applicable provision

SETTLEMENT DESIRED MAINTAIN proper staffing levels with
Local 1600 members. MAKE Union and members whole

☒ Make whole and any other appropriate relief

Signed Steven C Knoebel (Employee) Signed Steven C Knoebel (Steward)

Appropriate Supervisor & Title Chris Graham Director Customer Services Op.

Date of Supervisor Written Response 11/19/15

Withdrawn Settled* To Step 1 Signed Steven C Knoebel (Steward) Date 12/3/15

THIS GRIEVANCE AND INFORMATION INCLUDING BUT NOT NECESSARILY LIMITED TO THE ABOVE PROVISIONS OF THE CONTRACT(S), PARTIES PAST PRACTICE(S) OR OTHER AGREEMENTS BETWEEN IBEW1600 AND THE EMPLOYER.

STEP 1

Date of Meeting _____

Union Representatives: _____

Company Representatives: _____

Remarks: (To be completed by Steward) _____

Withdrawn Settled* To Step 2 Signed _____ (Steward) Date _____

Mutually extended to _____ (Date) Signed _____ (Union) Signed _____ (Company)

STEP 2

Date of Meeting _____

Union Representatives: _____

Company Representatives: _____

Remarks: (To be completed by Chief Steward) _____

Withdrawn Settled* To Step 3 Signed Steven C Knoebel (Chief Steward) Date 12/3/15

Mutually extended to _____ (Date) Signed _____ (Union) Signed _____ (Company)

EXHIBIT G

JF-3
PPL Electric Utilities
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.5151
<http://www.pplweb.com/>



11/18/2015

Steve Knoebel

RECEIVED

NOV 23 2015

LOCAL 1600

GRIEVANCE #-15LEH-035

In accordance with Article III of the Labor Agreement, this letter serves as the company's written response to your grievance that was reduced to writing on 11/5/2015.

Your grievance cited a violation of Art I Section 1 A, Art II Section 5 D and Art 6 Section 1 D. The Brief Statement of Grievance states "Company is contracting local 1600 work". The Settlement Desired states "Maintain proper staffing with 1600 members make union and members whole".

I have reviewed the provision in dispute and find there is no violation of the Labor Agreement. As you are well aware the language under Article II Section 5 D plainly grants the Company the right to contract work. The only restriction placed on this right is that "No employee will be laid off or suffer loss of regular straight time pay". Nothing in Art II Sec 5 D sets a limit on the amount of work the company may contract out if the contracting falls within the parameters outlined in Art II Sec 5 D.

Chris Graham

Director Customer Services Operations

Copy to:

Chris Cardenas- LEHSC

James Price -LEHSC

Jim Caffrey -LEHSC

Jane Biever -Local 1600

Tim Newman, GENN2

Lisa Walsh, GENN2

EXHIBIT H

AMERICAN ARBITRATION ASSOCIATION

* * *

IN THE MATTER OF THE ARBITRATION

BETWEEN IBEW LOCAL 1600

AND

PPL SERVICES CORPORATION

* * *

CASE NUMBER 01-16-000-3483

GRIEVANCE: G15LEH-035-LOCAL 1600,

et al.-Contractors

* * *

Wednesday, September 14, 2016

* * *

--

Holiday Inn

7736 Adrienne Drive

Breinigsville, Pennsylvania 18031

* * *

Scheduled to begin at 10:00 a.m.

* * *

VERITEXT LEGAL SOLUTIONS

MID-ATLANTIC REGION

4949 Liberty Lane, Suite 200

Allentown, PA 18106

(610) 434-8588

1 THE ARBITRATOR:

2 JOHN M. SKONIER, ESQUIRE
2417 Oakland Drive
3 Norristown, Pennsylvania 19403
(484) 919-4031
4 touchstones@comcast.net
5

6 APPEARANCES:

7 PROSKAUER ROSE, LLP
BY: MICHAEL J. LEBOWICH, ESQUIRE
Eleven Times Square
8 New York, New York 10036-8299
(212) 969-3217
9 mlebowich@proskauer.com
10 -- Representing PPL Services Corporation
11

BLOOM & ASSOCIATES
12 BY: JOSHUA M. BLOOM, ESQUIRE
3204 Grant Building
13 310 Grant Street
Pittsburgh, Pennsylvania 15219
14 (412) 288-6000
bloom@bloomlawyers.com
15

-- Representing IBEW Local 1600

16 * * *

17 ALSO PRESENT:

18 FOR IBEW LOCAL 1600:

19 Steven C. Knoebel, President/Financial
Secretary
20 Jane Biever, Business Representative
Tyonia Crawford, Steward
21 Laura Fitzgerald, Steward
Shelley Ortiz, Manager, Business
22 Improvement
Lori Wagner, Manager, Customer Care
23 Monica Brooks, Manger, Customer Care
24
25

1 APPEARANCES: (Continued)

2 ALSO PRESENT: (Continued)

3 FOR PPL SERVICE CORPORATION:

4 Tim Newman, Labor Relations

Chris Graham, Direct of Customer

5 Care Operations

Bassem Hanna, Manager of Customer

6 Care Operations

Jesse Deffler, HR Intern

7 Kelley Toth, HR Consultant

8

9

10

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INDEX

Witness	Page
JANE BEIVER	
Direct By Mr. Bloom	37
Cross By Mr. Lebowich	66
STEVEN C. KNOEBEL	
Direct By Mr. Knoebel	74
Cross By Mr. Lebowich	78
Redirect By Mr. Bloom	83
SHELLEY ORTIZ	
Direct By Mr. Lebowich	85
Cross By Mr. Bloom	90
Redirect By Mr. Lebowich	90
CHRIS GRAHAM	
Direct By Mr. Lebowich	91
Cross By Mr. Bloom	122
Redirect By Mr. Lebowich	141
Recross By Mr. Bloom	145

* * *

INDEX TO EXHIBITS

Joint Exhibit	Description	Page
Exhibit 1	Collective bargaining agreement	7
Exhibit 2	Union grievance form	8
Exhibit 3	Company's response offer	8

* * *

INDEX TO EXHIBITS

(Continued)

Union Exhibit	Description	Page
Exhibit 1	Company proposal - CSR Progression line	39
Exhibit 2	E-mail dated 3/28/12 with attached LOU	41
Exhibit 3	Agreement between IBEW 1600 and PPL	43
Exhibit 4	E-mail dated 6/5/12	48
Exhibit 5	Information request with attachment	49
Exhibit 6	Information request dated 5/11/16 with attachment	51
Exhibit 7	PPL membership spreadsheet dated June 2012	53
Exhibit 8	Staffing spreadsheet dated December 2012	54
Exhibit 9	PPL membership spreadsheet dated January 2016	55
Exhibit 10	Union promotions spreadsheet dated 1/1/2012	55
Exhibit 11	Total number of customer service staff spreadsheet for 7/2015 to 3/2016	57
Exhibit 12	Calls offered spreadsheet	58
Exhibit 13	Spreadsheet of iQor staff employees	59

* * *

INDEX TO EXHIBITS
(Continued)

Union Exhibit	Description	Page
------------------	-------------	------

Exhibit 14	Professional Services Agreement between First Contact LLC and PPL Electric Utilities Corporation dated 9/10/15	61
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Exhibit 15	iQor invoices	63
------------	---------------	----

Exhibit 16	Notification of contractor work dated 10/21/15	64
------------	--	----

* * *

Company Exhibit	Description	Page
--------------------	-------------	------

Exhibit 1	Cost comparison	108
-----------	-----------------	-----

Exhibit 2	Spreadsheet of invoices	113
-----------	-------------------------	-----

Exhibit 3	Three-year staffing plan	141
-----------	--------------------------	-----

Exhibit 4	PPL EU Benefits Budget	147
-----------	------------------------	-----

* * *

THE ARBITRATOR: All right. We're here for an arbitration between IBEW Local 1600 and PPL Services Corporation.

AAA has docketed this as Grievance 01-16-0000-3483, Grievance G15LEH-035-Local 1600, et al.-Contractors.

Let me state for the record that representing the company is Michael J. Lebowich, Esquire. Representing the union is Joshua M. Bloom, Esquire.

All right. It's a contract interpretation. So the union will go first; but before that, preliminary matters, any joint exhibits that we can agree to?

MR. BLOOM: The collective bargaining agreement.

MR. LEBOWICH: Yes.

THE ARBITRATOR: J-1.

MR. LEBOWICH: You probably have a few copies of that.

(Joint Exhibit 1, Collective bargaining agreement, was marked for identification.)

MR. BLOOM: The union grievance as Joint No. 2.

1 (Joint Exhibit 2, Union grievance form,
2 was marked for identification.)

3 MR. LEBOWICH: That's fine.

4 MR. BLOOM: The company's response offer
5 as Joint 3.

6 (Joint Exhibit 3, Company's response
7 offer, was marked for identification.)

8 THE ARBITRATOR: Are you giving a copy to
9 the stenographer? I'm just asking. Some people
10 do, and some people don't.

11 MR. LEBOWICH: Oh, to hold?

12 THE ARBITRATOR: Yes.

13 MR. BLOOM: I didn't know there was going
14 to be a court reporter. So I brought generally
15 four copies of things.

16 MR. LEBOWICH: Yeah. I think that's fine.
17 We should be okay. Between us we'll be okay, as
18 long as they get marked.

19 So this is No. 3 (indicating)?

20 MR. KNOEBEL: No, that's 2.

21 THE ARBITRATOR: Joint 3 is a letter dated
22 11/18/2015 to Steve Knoebel from Chris Graham,
23 director, customer service operations.

24 MR. LEBOWICH: We're fine with all that.

25 THE ARBITRATOR: Okay. Is that it for the

1 joints?

2 MR. BLOOM: Yes.

3 THE ARBITRATOR: Okay. All right. If the
4 union is ready, do you have an opening?

5 MR. BLOOM: Yes. My name is Joshua Bloom,
6 and I represent IBEW 1600. As pointed out, this
7 is a contract interpretation case. It's been
8 filed against PPL, which is in the business of
9 transmission and distribution of electricity.

10 The company previously had six power
11 generation facilities; nuclear, gas, hydro and
12 coal. It's my understanding that those power
13 plants have been divested approximately during
14 2014.

15 This grievance concerns the customer
16 service department. During approximately 2010,
17 the company formally approached the union; and the
18 company wanted -- within the customer service
19 department, wanted lower pay scale positions. The
20 company felt that there were too many higher-paid
21 employees doing work that could be done by
22 lower-scaled paid positions.

23 They wanted additional pay steps, job
24 titles and job training for progression through
25 those steps.

1 The company offered the union and
2 expressly represented to the union that the union
3 would have more bargaining unit employees if they
4 agreed to its proposal. It would have fewer
5 contractors doing the bargaining unit work.

6 Just as a point of reference, at the time
7 there was a company called PPL Solutions doing
8 some contract work, contracting out work; and that
9 issue was settled between the companies, and
10 that's not part of the case. I'll refer later to
11 subcontracting with regard to a company called
12 iQor.

13 The union and the company negotiated,
14 based on the company's representation, for
15 approximately two years. On March 28, 2010, the
16 company again represented to the union that if it
17 agreed to this that it would increase Local 1600
18 membership, that it would make some temporary work
19 that was being done permanent, that it would hire
20 an additional 22 employees and would reduce the
21 need for contractors.

22 On April 30 of 2012, all of those
23 negotiations resulted in an ultimate agreement, a
24 written agreement, which was later placed into the
25 collective bargaining agreement and almost all

1 relevant parts on what's pages 127 to 129 on
2 Joint 1. I will be referencing that, if you can
3 please take a look at it.

4 I think we're all working off the same
5 book. Are the page numbers the name?

6 MR. LEBOWICH: What number did you give?

7 THE ARBITRATOR: I have Exhibit P on the
8 top.

9 MR. KNOEBEL: It's a different page number
10 in this one.

11 MR. BLOOM: If you go to the top, it says:
12 This exhibit embodies the understanding between
13 the parties relative to the revised progression
14 lines for the customer contact centers located in
15 Lehigh and Scranton.

16 It states the parties agree to create and,
17 most importantly, maintain the following
18 positions; and it lays out six positions, which
19 I'm going to use the acronyms: CSA-I, CSA-II,
20 CSA-III and Customer Service Representative,
21 that's CSR, Customer Service Representative-Shift,
22 what they call CSR-Shift, and the Senior Customer
23 Service Representative.

24 Prior to this agreement, there was a
25 CS Clerk, CSR and a CSR-Shift. So this agreement

1 resulted in much -- a few more lower pay scale
2 positions and then one more actually higher pay
3 scaled position, which was a Senior Customer
4 Service Representative.

5 Then the agreement goes down to the --
6 this, actually, at the time was called a letter of
7 understanding. I may refer to it as the letters
8 LOU.

9 It talked about the company's obligations
10 with initial staffing. So if you go a few
11 paragraphs down, it says: Initial staffing for
12 the newly created positions will be accomplished
13 in the following manner.

14 It talks about within 60 days ratification
15 of the agreement, that they make the attempts
16 permanent to go into these lower positions.

17 It indicates later in the agreement that
18 they're going to hire a number of -- between 20 to
19 22 CSA-Is. Then later in the agreement, if you
20 look at the next page, it goes from the initial
21 staffing and then it talks about what's going to
22 happen to fill the positions through promotions
23 and hiring.

24 At the top of the page it states: Future
25 promotional opportunities will be filled in the

1 following manner.

2 Then it talks about each one of these
3 positions, that when there is -- that each
4 individual in that position will be offered the
5 opportunity to promote based upon job seniority
6 and to the particular position, it says as
7 vacancies arise.

8 So in other words, the company agreed that
9 they will fill the vacancies with promotions. For
10 all of the positions in the CSA-I, they agreed
11 that not only would they have the opportunity to
12 be promoted, but it states: This position will be
13 considered the entry level position, and vacancies
14 will be filled by newly hired employees.

15 So if there is a vacancy, the company
16 agreed they would fill it.

17 Now, before the letter of understanding or
18 what's noted in the collective bargaining
19 agreement as Exhibit P, there were approximately
20 205 employees in customer service. December 2012,
21 after the company initially staffed the department
22 pursuant to this agreement, it ended up being
23 approximately 212 employees in the customer
24 service department; and although the company did
25 honor the agreement to create the positions and

1 initially fill them, most, unfortunately, the
2 evidence is going to show that the company never
3 maintained the positions as they promised.

4 THE ARBITRATOR: Never maintained the
5 positions?

6 MR. BLOOM: Never maintained the
7 positions.

8 Now, for CSA-I, there's an automatic
9 promotion to CSA-II. The agreement says 12
10 months, but there's a side agreement that made it
11 six months; but other than those automatic
12 promotions from the CSA-Is that were initially
13 hired, there were zero promotions within -- from
14 one bargaining unit position to the higher
15 bargaining unit position in the progression.
16 There have been absolutely zero.

17 So even through the company said they will
18 fill those vacancies through promotions, other
19 than those automatic promotions from I to II, the
20 company never filled any vacancies with
21 promotions.

22 Also, the company never continued to hire
23 any open vacancies within the CSA position, even
24 though it agreed that it will fill those
25 vacancies.

1 By October of 2015, the customer service
2 department had went down to approximately 156
3 employees; and that was from a high, from what our
4 records show, of approximately 212 in December of
5 2012.

6 So by the time of October -- and that's an
7 important time period, October of 2015; I'll
8 explain why -- as you can see, it went down
9 substantially after that.

10 Rather than fill the vacancies via
11 promotion and hiring as it had promised, the
12 company went out and made a deal with a
13 subcontracting company called First Contact,
14 LLC -- but all the documents will reference it as
15 iQor -- to do the bargaining unit work.

16 So, basically, what the company did was --
17 rather than fulfill its end of the bargain on
18 Exhibit P, what it did it is backfilled what
19 should have been promotions and new hires. It
20 just used subcontractors that were doing the work
21 in Florida.

22 This is a very, very substantial contract
23 that the company made. The company's contract
24 with iQor was for three years. It was estimated
25 at \$3 million per year to do all facets,

1 essentially, of the bargaining unit customer
2 service work and to do that work, 365 days a year,
3 seven days per week, 24 hours per day.

4 Based upon an information request that the
5 union made of the company, the union learned that
6 iQor employees are doing most all facets of the
7 bargaining unit work, 81 of them -- 81 employees
8 who are routinely, like I said, 365, seven days a
9 week, 24 hours a day, doing their work.

10 Basically, when the company blatantly
11 failed to maintain the positions by promoting and
12 hiring, it circumvented its duty by diverting the
13 bargaining unit work to the iQor contractor; and
14 this is a direct violation of Exhibit P.

15 Alternatively and independently, the
16 company also violated Article II, Section 5-D of
17 the CBA because it didn't meet any of the five
18 justifications to subcontract within the CBA.

19 I'll point out in my closing brief that
20 the company actually is the one that has the
21 burden to prove that it met the justifications,
22 which makes a tremendous amount of sense because
23 they have all of the information about the
24 contracting out. The union can only get what it's
25 smart enough to ask for it, and it can't know

1 everything based upon what happens in remote
2 areas.

3 On page three of the collective bargaining
4 agreement, joint 1, is the subcontracting
5 provision, which is Article II, Section 5-D.
6 Again, that's on page three. It lays out the five
7 justifications that the company is permitted to
8 subcontract out bargaining unit work.

9 The first one, it says when the skills are
10 not available from the present employees.
11 Evidence will show that the bargaining unit had
12 all the requisite skills; and within this LOU, or
13 Exhibit P, that I just talked about, the actual
14 document, was the company and the union agreeing
15 on what the training process was going to be to
16 ensure that all the skills necessary for the job
17 were going to be held by the bargaining unit
18 employees.

19 The job description shows that they had
20 all the skills. This was not a situation where
21 the company contracted to supplement the
22 bargaining unit. These iQor employees were doing
23 the work 24 hours a day, seven days a week, 365
24 days a year.

25 The second justification, public and/or

1 customer relations will require it, the company
2 didn't claim that in its notification.

3 Third, the claim that the present
4 employees could not meet the work in time, the
5 company never brought to the attention that the
6 employees were not completing the work on time.

7 The bargaining unit employees were doing
8 all the work without a problem; and they had
9 employees called CSR-Shift that were working later
10 hours or early morning hours, and there were 10 of
11 them. IQor had five employees that were working
12 in the middle of the night, essentially; but the
13 bargaining unit already had 10 employees to do
14 this and could definitely get the work done on
15 time that we can also show from the information
16 requested.

17 It's not as if the calls went up
18 tremendously bringing in this need to go get 81
19 employees from a contractor. The calls stayed
20 about the same. Everything pretty much remained
21 the same.

22 The next justification that permits the
23 company to subcontract out is when it's economical
24 to do so. In October of 2015, the bargaining unit
25 had 156 employees; and the work was getting done.

1 Now, it may be that they needed to add on new
2 employees; and we believe that they did pursuant
3 to what they agreed and were obligated to do under
4 Exhibit P, but they brought in iQor.

5 The information we got from the company as
6 of March of 2016, there was eight less employees.
7 So you have 81 employees from iQor doing the work
8 that eight employees who attritted out were doing,
9 but the work was still getting done.

10 Based upon the documents we received from
11 the company, the company is on track to spend
12 \$3.75 million the first year with iQor. They were
13 spending \$312,017 a month on iQor. Meanwhile,
14 they -- they made the deal in 2012 to create and
15 maintain the bargaining unit positions in the LOU.

16 The fifth justification, peaks of work for
17 temporary increase, basically you're talking about
18 emergency work. Respectfully, that defense is
19 completely invalid. This is not a situation where
20 they were brought in to be on call in the event
21 that there was a peak of work or an emergency.

22 These iQor employees, 81 of them, were
23 doing work 24 hours, seven days a week, 365 days.
24 They were doing all facets of it. This is
25 definitely routine; not peak.

1 In short, the company violated Exhibit P
2 by filling vacancies -- by failing to fill the
3 vacancies in customer service; and rather than
4 promoting and hiring to fill the vacancies, they
5 subcontracted out.

6 Alternatively and additionally, they
7 didn't comply with the subcontracting provision,
8 for whatever reason. I can't read their mind.

9 As a remedy, Local 1600 is respectfully
10 requesting that this honorable arbitrator find
11 that the company violated Exhibit P, Article II,
12 Section 5-D and that the company cease and desist
13 from continuing to use iQor contractor or any
14 other new contractors in an effort to circumvent
15 its duty to fill vacancies through promotions and
16 new hires as it's required to do in Exhibit P and
17 that it make employees whole for all lost work
18 opportunities, wages, benefits, et cetera and that
19 the company be required to comply with Exhibit P
20 by filling the vacancies through promotions and new
21 hires as it had agreed to do.

22 That's it. Thank you very much.

23 THE ARBITRATOR: Thank you.

24 MR. LEBOWICH: Can we go off the record?
25 I'm going to need a couple of minutes.

1 THE ARBITRATOR: Do you need to
2 conference?

3 MR. LEBOWICH: Yes.

4 (Pause in the proceedings.)

5 THE ARBITRATOR: Okay.

6 MR. LEBOWICH: Yes.

7 THE ARBITRATOR: When you're ready.

8 MR. LEBOWICH: Mr. Arbitrator, as the
9 saying goes, here we go again. We're here before
10 you once again to address yet another attempt by
11 Local 1600 to limit the company's broad
12 contractual rights to subcontract.

13 As we all know, Local 1600 does not
14 approve of when we subcontract work; but as you
15 and other arbitrators all have heard me say before
16 and other arbitrators have decided, the parties'
17 collective bargaining agreement clearly and
18 without doubt gives the company significant
19 authority to do just that; and as you also heard,
20 this case today involves customer care agents, the
21 individuals who answer the phones to help you with
22 billing, collection and service issues.

23 Now, I have to veer off of what I had
24 prepared -- and I'll get back to that when I get
25 to union counsel's alternative argument -- to

1 address what I think are some fundamental concerns
2 that I now have about the proceeding we're here
3 for today.

4 Union's counsel and the union is
5 presenting to you that their primary argument in
6 this matter is that the company violated
7 Exhibit P.

8 Now, I will put aside for now at least the
9 fact that I think that is completely wrong and it
10 does not -- there's nothing in Exhibit P that in
11 any way limits our ability to subcontract or
12 otherwise require us to fill any particular
13 position.

14 But I have to start with the fact that
15 Joint Exhibit 2, which was presented to you today,
16 makes -- which is the grievance in this matter --
17 makes absolutely positively no mention of
18 Exhibit P and Article III of the collective
19 bargaining agreement, Section 3, which Article III
20 is the grievance procedure.

21 Article III, Section 3-B states -- and
22 this is on page five of Joint Exhibit 1 --
23 grievances, in order to be considered and be
24 subject to adjustment, must be made in writing
25 signed by the aggrieved employee and must specify

1 the article and section of the agreement upon
2 which the grievance is based.

3 It also, by the way, must come within
4 five -- there's a five-day period and a 10-day
5 period, and I'll come back to that in a second;
6 but before we go any further, there is nothing in
7 Joint Exhibit 2 that mentions anything about
8 Exhibit P. Yeah, there's Article I, Section 1-A.
9 We see that all the time. We see Article II,
10 Section 5, paragraph D. That's the subcontracting
11 clause. We see Article VI, Section 1-D. That's
12 the clause the union continuously insists that
13 requires us to fill vacancies that doesn't
14 actually require us to fill vacancies.

15 That's fine. We'll address those things
16 on the merits, but there is nothing about
17 Exhibit P; and if the union is going to point out
18 in this thing that they've added to their own
19 grievance form -- that's not our document; it's
20 the union's grievance form -- that says "and any
21 other applicable provision," well, Mr. Arbitrator,
22 that doesn't do anything.

23 The contract language clearly states they
24 must articulate which article is being violated,
25 or exhibit in this case. It's easy enough to

1 write Exhibit P. It could have been done. It
2 wasn't; and, therefore, any argument -- any
3 argument at all that they're going to make here
4 today should be rejected out of hand; and,
5 frankly, I would argue it is inappropriate to put
6 testimony on at all as it has nothing to do with
7 this case.

8 Further, the argument that I heard being
9 made was that we were failing to fill vacancies.
10 Exhibit P requires -- according to the union, what
11 I heard, it requires us to fill vacancies -- not
12 prohibit subcontracting, but requires us to fill
13 vacancies.

14 That's not what the grievance is about.
15 There's -- and if it is, it isn't timely because
16 the grievance procedure requires within five
17 working days from the date of the occurrence that
18 the issue first be raised with a supervisor and
19 then 10 days later be put in writing.

20 We have nothing about each individual
21 vacancy that wasn't filled. The union's counsel
22 talks about natural attrition. I believe the
23 numbers were going down from 212 to 156; but,
24 clearly, if the union's position is we should have
25 been filling vacancies all along, there should

1 have been grievances all along there.

2 If they are, they're not here today. I'm
3 not precluding the fact that those things might
4 exist somewhere. I don't know, but that's not the
5 issue that's being addressed here.

6 What's being addressed here is contracting
7 out. At least, that's what we thought because
8 what triggered this grievance was, in fact, the
9 contractor notification that was presented to the
10 union somewhere along the way in late 2015.

11 So any of these arguments -- and then I
12 will switch to the alternative; what they call the
13 alternative. Frankly, it's what I thought we were
14 here about. But any of the arguments about
15 Exhibit P, failing to fill vacancies, some
16 argument that we limited the rights that had been
17 fully and fleshed out by other arbitrators in
18 Article II, Section 5-D or the interpretation of
19 Article VI, 1-D, which you've heard me say before
20 in another case and Arbitrator Agis [ph] has said
21 repeatedly, that that does not require the filling
22 of any vacancy, that clause. All that clause does
23 is inform the union. If the company wishes to
24 fill a vacancy, we have to let the union know
25 we're going to do that; and it's been made

1 patently clear in at least two cases over the last
2 two years.

3 So all of that -- all of that,
4 Mr. Arbitrator, I present to you is simply not
5 before you and should not be heard today. If we
6 do go forward, it should be rejected on procedural
7 grounds; failing to follow the grievance procedure
8 and failing to be timely.

9 With that, however, while I would ask that
10 you take my request to not proceed on those
11 arguments, I'll give you our response to the
12 alternative.

13 I think it's important because I think
14 there's some fundamental misunderstandings about
15 the nature of the contracting, both before and
16 after iQor was engaged; and I will take union
17 counsel's point about the fact that the union may
18 not have all that information, but that's what
19 we're here to present to you.

20 So, as I said, the case involves customer
21 care and customer contact issues, individuals who
22 handle billing, collection and service.

23 First, let me say that PPL -- and there
24 was some reference to this, but not in sufficient
25 detail -- has been contracting out this type of

1 call center work for years.

2 The grievance did arise when PPL selected
3 a new contractor, iQor; but at the time that
4 happened, PPL had been using PPL Solutions, which
5 is now another company called Hanson. But also a
6 second company called NCO was already in place at
7 that time, and iQor was simply -- maybe that's a
8 little overgeneralistic -- was replacing NCO and
9 admittedly expanding upon what NCO --

10 THE ARBITRATOR: You're saying iQor was
11 the third?

12 MR. LEBOWICH: iQor is the third
13 contractor, and NCO is no longer. PPL Solutions,
14 now Hanson -- there was a corporate transaction --
15 is still there as well; but NCO did exist before
16 iQor, and iQor took over from NCO.

17 So what are we talking about? You heard
18 some of the background; but just so we're clear,
19 PPL has two call centers in Pennsylvania. They
20 are staffed by Local 1600 representative
21 bargaining unit employees.

22 These individuals at the call centers and
23 who are in the customer care group are in job
24 classifications -- they have job classifications
25 of Customer Care Agent I, II, III and there is a

1 higher level of Customer Service Rep and Senior
2 Customer Service Rep. It is correct that I do
3 believe we do not have any current Customer
4 Service Agent Is.

5 Now, one point that is critical here is
6 that bargaining unit employees take the broad
7 range of calls from Monday through Friday,
8 8:00 a.m. to 5:00 p.m. That is it. That is all
9 there is. There is a CSR-Shift position.

10 THE ARBITRATOR: Meaning that's all there
11 is of their work?

12 MR. LEBOWICH: Of their work.

13 THE ARBITRATOR: Okay.

14 MR. LEBOWICH: That's what they do. There
15 is a CSR-Shift position that at one point in time
16 was in the customer care organization. It is no
17 longer in the customer care organization. It's
18 over in the dispatch -- I'm using the wrong term.

19 MR. NEWMAN: Field services area.

20 MR. LEBOWICH: -- the field services area
21 to deal with calls at night about emergencies, but
22 that's not what we're talking about here. It's a
23 few people. They do exist, but they're not even
24 in the customer care organization. They're in the
25 top of the progression line. It's possible for

1 one person who is a Customer Service Rep to move
2 into that job, but they are -- they're not even
3 part of this group.

4 THE ARBITRATOR: They're in the bargaining
5 unit, but not part of this group?

6 MR. LEBOWICH: Correct.

7 THE ARBITRATOR: All right.

8 MR. LEBOWICH: So prior to 2015, NCO and
9 PPL Solutions were engaged to provide supplemental
10 additional call service agents in that 8:00 a.m.
11 to 5:00 p.m. range, not overnight, not second
12 shift or third shift, basically doing the same --
13 pretty much the same time and work that PPL
14 employees are doing.

15 From a timeliness point of view, that's
16 been going on for a long time. Nothing has
17 changed about that. Okay. Bringing iQor in has
18 not changed that at all. PPL Solutions continues
19 to do that, and now iQor does that.

20 Now, in the spring of 2015, PPL decided,
21 in order to provide better customer service, it
22 should move to 24-hour service, 365, seven days a
23 week, as union counsel points out; and as part of
24 that process, it evaluated its current contractors
25 and decided that it needed to replace NCO.

1 PPL instead, as you heard, engaged iQor in
2 the fall of 2015 and provided -- to provide
3 eventually 24-hour coverage; and, again, that was
4 to replace what NCO was currently doing, which was
5 providing additional support from 8:00 to 5:00,
6 peaks, emergencies, things like that and -- I'll
7 talk a little bit about the peak work in a second
8 that was dismissed by union's counsel -- to
9 eventually add a second and third shift.

10 That selection of iQor was made by Chris
11 Graham, the PPL director of customer service
12 operations; and he will be testifying, presumably,
13 later today.

14 Now, as I believe you know and you've
15 heard already today, the collective bargaining
16 agreement firmly establishes the company's right
17 to subcontract work, provided it meets one of the
18 applicable criteria; and the ones that we will be
19 talking about today are that the needed skills are
20 not available from present employees, it would be
21 more economical when peaks of work -- let me get
22 it right -- when peaks of work would require a
23 temporary increase of the company's forces with
24 the subsequent layoff of such additional forces.

25 There is no limit on the amount of this

1 contracting as long as no current employee is laid
2 off or loses straight time pay. Again, no current
3 employee is laid off or loses straight time pay.
4 We've heard no allegation, nor could there be one
5 as no employee has been laid off or lost straight
6 time pay as a result of our contracting with iQor.

7 So Chris Graham evaluated his options and
8 decided that iQor was the way to move forward.
9 Why? Well, first, some of this was just replacing
10 the peak work, for example, that NCO had been
11 doing; and, yes, there is peak work done by
12 customer care agents.

13 There's a need for peaks, particularly in
14 the springtime in what is commonly known in the
15 industry as cut season when we start to have the
16 legal authority to cease -- to cut off people's
17 electricity. That, as a result, increases call
18 volume. So we staff up using contractors.

19 So one of the things that iQor is doing
20 and we put out a contractor notification for was
21 that they were going to replace NCO to provide
22 this peak work.

23 One of the other -- there was a comment
24 about emergencies. Well, one of the reasons --
25 and you'll hear the reason why emergency work was

1 placed on the contractor notification form -- is
2 that PPL determined that it would be a good idea
3 in the case of an emergency, such as a weather
4 event that took out our two facilities in
5 Pennsylvania, that we actually have redundancy
6 somewhere else outside of the northeast weather
7 system.

8 We hope that never happens, of course; but
9 it is an important thing to have, and that is why
10 emergencies is checked off.

11 Next, contrary to the comment that was
12 suggested, PPL clearly did not have the people to
13 fill a second and third shift. We have an 8:00 to
14 5:00 work force. That's when people work. It
15 happens to be the prime workforce. If you work in
16 a call center, that is the prime shift to have, a
17 day shift; and we would be adding here -- our
18 contractor is adding to a second and third shift.

19 Absent subcontracting, I don't think there
20 would be any dispute, because I think this is the
21 union's argument, that -- their argument is that
22 we would have to hire people, is that we would
23 have to hire new employees to fill that or
24 attempt, I guess, to do it on overtime which would
25 not, by any means, be sustainable or reasonable to

1 suggest to perform this work.

2 Did we have people who are capable of
3 performing customer care work? Yes. Did we have
4 enough people to do that on a second and third
5 shift? Absolutely not.

6 As you heard, we have 60, 70, 80 people
7 working on this through iQor; and, of course, as
8 it is our position and is clear in the contract,
9 there is no obligation to hire new people and
10 there is no obligation to do this on overtime.

11 The contracting language provides for just
12 this possibility because the language is when
13 present employees are not able to do the work in
14 question.

15 Finally, it was, to be blunt, a lot
16 cheaper to do this. We have looked at this a
17 number of ways, and Mr. Graham reviewed the
18 average cost of monthly wages on a per-person
19 basis -- and let me just stop there for a second.
20 That's the correct way of looking at this, on a
21 per-person basis. The fact -- this is not a
22 question of we had eight people who could do the
23 work and the contractors had 80. That's not what
24 happened here.

25 Again, the Customer Shift -- the Customer

1 Service-Shift people, CSR-Shift people, aren't
2 even relevant. That's not even the same work
3 that's being done by the contractors; but even if
4 you had a couple of people working, the analysis
5 isn't, well, I have eight people and they've been
6 doing enough, and we're comparing that to putting
7 on 80 people.

8 The reality is what would it take -- the
9 key element is what would it take for us to
10 provide the same level of service that we're using
11 the contractor for, and that's the same 80 people.
12 I'm just using that number because that's the
13 number that union counsel used.

14 So Mr. Graham reviewed an average cost per
15 job at each level at CSA-I through CSR; and no
16 matter how you look at it, when you look at the
17 average cost of monthly wages, benefits and
18 allocating unproductive time like vacations and
19 things like that, which we don't pay for with a
20 contractor, even at the lowest levels at CSA-I,
21 the total cost of contracting is estimated to be
22 far less than hiring our own employees.

23 In preparation for this case, because the
24 issue was raised by union, they asked us to say,
25 okay, what do the invoices look like? What did we

1 actually spend money on?

2 Well, Mr. Graham analyzed that to look at
3 the total actual cost compared to if we had
4 engaged our own bargaining unit employees. And so
5 far in just the -- I guess this was through is
6 November through July, I believe. I may be off by
7 a month. We've saved over -- just under \$800,000,
8 about 765,000, in comparison, just in that first
9 year.

10 And as we projected going forward on that
11 \$3 million per year contract, which is what it is
12 estimated to be, our conservative estimate shows
13 us saving another \$2 million over the next three
14 years; and these later calculations, just so you
15 know because we like to be conservative when we do
16 this, if it's to the best that we can, these later
17 calculations done even include vacations and paid
18 time off. They don't include cost of overheard,
19 for example, keeping the call centers open on
20 second and third shifts, the security that's
21 required, the electricity, the building
22 maintenance, et cetera, if we were to try to do
23 24-hour shifts ourselves.

24 It does include -- some of the analysis
25 that you'll see does include the increased cost of

1 supervision; but either way, we still make
2 money -- we save money by using their supervision
3 rather than our supervision.

4 All of that put together, Mr. Arbitrator,
5 we believe shows that the contracting clearly
6 falls within that which is allowed by the
7 collective bargaining agreement, and has been
8 established by many arbitrators before today's
9 hearing; and we suggest to you that the grievance
10 must be denied in its entirety on both procedural
11 and substantive grounds. Thank you.

12 THE ARBITRATOR: Thank you.

13 Union, are you ready to proceed?

14 MR. BLOOM: Yeah. I don't know -- I
15 wouldn't suggest that I provide any rebuttal to
16 the underlying merits of the case, but I didn't
17 know if you wanted me to provide a rebuttal
18 opening to the brief scope of the grievance issues
19 or to do it through a witness.

20 THE ARBITRATOR: Why don't you do it
21 through a witness?

22 MR. BLOOM: Okay.

23 Is it possible that the three of us could
24 caucus? I have a question about the order.

25 (A brief recess was taken.)

1 THE ARBITRATOR: Union's first witness?

2 MR. BLOOM: I'm going to call Jane Biever.

3 (Discussion held off the record.)

4 * * *

5 JANE BEIVER,

6 having been duly sworn or affirmed, was examined
7 and testified as follows:

8 THE ARBITRATOR: State your name and your
9 position.

10 THE WITNESS: Jane, J-A-N-E, Biever,
11 B-I-E-V-E-R, business rep, IBEW Local 1600.

12 THE ARBITRATOR: Thank you.

13 * * *

14 DIRECT EXAMINATION

15 BY MR. BLOOM:

16 Q. By whom are you currently employed?

17 A. IBEW Local 1600.

18 Q. And how long have you been employed?

19 A. Eleven years.

20 Q. With IBEW 1600?

21 A. With 1600, yes.

22 Q. Okay. And what has your title been with
23 1600?

24 A. Business rep or business representative.

25 Q. Okay. Were you employed by PPL in the

1 past?

2 A. Yes.

3 Q. And what positions did you hold with PPL?

4 A. I was a Cash Receipts Operator, Steno
5 Clerk General and Customer Service Representative.

6 Q. And how long were you employed by PPL?

7 A. I started in '91 and I'm technically still
8 employed. I'm on a leave of absence from PPL.

9 Q. How long did you work as a Customer
10 Service Representative?

11 A. Approximately 10 years.

12 Q. From when to when, do you recall?

13 A. Maybe '95-'96 to about 2005.

14 Q. What are your duties as business
15 representative with regard to the customer service
16 department? Are you the main representative from
17 the union?

18 A. I am. It is one of my jurisdictions, yes.

19 Q. Okay. You recall -- I mentioned in my
20 opening statement that the company had approached
21 the union in approximately 2010 with a formal
22 offer with regard to making some changes in the
23 customer service department. Do you recall that?

24 A. Yes.

25 Q. Okay. I'm going to hand you what I would

1 like to mark as Union Exhibit No. 1.

2 (Union Exhibit 1, Company proposal-CSR
3 Progression Line, was marked for identification.)

4 BY MR. BLOOM:

5 Q. Take a look at this document, please. Is
6 this a true and accurate copy of the proposal that
7 the company supplied the union in approximately --
8 on August 27, 2010?

9 A. Yes.

10 Q. Okay. Now, was this proposal immediately
11 accepted by the union or did negotiations ensue in
12 response to this proposal?

13 A. Negotiations ensued.

14 Q. Okay. Could you please look at where it
15 says proposal? And I'll represent to you it says:
16 The company is proposing a change to the two CSR
17 progression lines in Lehigh and Scranton as
18 follows.

19 Then the next paragraph, could you please
20 read the first sentence?

21 A. Sure. You're talking about the paragraph
22 underneath the bullet points?

23 Q. Yes.

24 A. Okay. Ultimately there would be more
25 bargaining unit employees, fewer contractors and

1 fewer generalists proposed (CSR-4).

2 Q. Okay. What was your understanding when
3 the company approached the union in 2010 of what
4 the -- in large picture, what the company was
5 looking for and what it was offering in exchange?

6 A. The company was looking to expand the
7 progression line. What they wanted from us were
8 some lower rated job classifications within the
9 progression line; and in exchange for that, there
10 would be more employees. There would be a higher
11 staffing number, and there would be fewer
12 contractors in use.

13 MR. BLOOM: Okay. I'd like to offer
14 Union 1 into evidence. By the way, do we need to
15 offer each document into evidence or just only if
16 there's an objection?

17 THE ARBITRATOR: No. Everything will be
18 admitted unless I hear an objection and sustain
19 the objection.

20 MR. LEBOWICH: It's the company's
21 proposal. I'll just save it for cross.

22 BY MR. BLOOM:

23 Q. In response to this company proposal, did
24 the union negotiate with the company and did the
25 talks continue?

1 A. Yes.

2 Q. All right. I'd like to hand you what I'll
3 mark as Union Exhibit 2.

4 (Union Exhibit 2, E-mail dated 3/28/12
5 with attached LOU, was marked for identification.)

6 BY MR. BLOOM:

7 Q. What I've handed you is what is marked as
8 Union Exhibit No. 2. I'll represent to you it
9 appears to be an e-mail sent to you from David
10 Ling. Who was David Ling?

11 THE ARBITRATOR: If you know his job
12 position.

13 THE WITNESS: I think at that time, he was
14 still director of customer contact centers.

15 THE ARBITRATOR: Okay.

16 BY MR. BLOOM:

17 Q. He's a manager or representative of the
18 company, to your understanding?

19 A. Yes.

20 THE ARBITRATOR: Can we have a stipulation
21 just on the identity of this individual?

22 MR. LEBOWICH: He is the manager rep, or
23 he was.

24 THE WITNESS: He was the director of
25 customer operations at that time.

1 THE ARBITRATOR: Thank you.

2 BY MR. BLOOM:

3 Q. And if you look at the e-mail that he sent
4 you, did Mr. Ling again represent to you that it
5 would increase your membership and reduce
6 contractors?

7 A. Yes.

8 Q. Where is that?

9 A. In the first full dot and the second full
10 dot.

11 Q. Now, it also states that upon ratification
12 the company would begin the hiring process to hire
13 18 existing spec temps into the CSA-III position.

14 Did that -- did the company go through
15 with that?

16 A. Yes.

17 Q. Now, you realize that this e-mail does not
18 contain the final agreement?

19 A. Right.

20 Q. It says: In addition, we'll hire an
21 additional 22 new employees into the new lines at
22 CSA-I within six months of ratification.

23 Did the company ultimately go ahead and
24 hire approximately 20 or 21 --

25 A. Yes.

1 Q. -- new employees into the CSA-I after the
2 agreement was reached?

3 A. Yes.

4 Q. And during the year of 2012?

5 A. Yes.

6 Q. Okay. Did the company and the union
7 ultimately reach an agreement, which is called a
8 letter of understanding, regarding these issues
9 that was signed by both parties --

10 A. Yes.

11 Q. -- and executed?

12 A. Yes.

13 Q. I'm going to hand you what I'll mark as
14 Union Exhibit No. 3.

15 MR. LEBOWICH: Can we go off the record?

16 (Discussion held off the record.)

17 (Union Exhibit 3, Agreement between IBEW
18 1600 and PPL, was marked for identification.)

19 THE ARBITRATOR: So we're on Union 3, the
20 letter of understanding.

21 BY MR. BLOOM:

22 Q. Is this a true and accurate copy of the
23 agreement that was reached between IBEW Local 1600
24 and PPL regarding the agreement to -- that was I
25 discussed with Union Exhibit No. 2? Basically,

1 this is the final agreement?

2 A. Yes.

3 Q. In looking at this agreement -- turn to
4 page three. Actually, the document states
5 April 30, 2012, but it was -- was it signed
6 April 12, 2012?

7 A. Yes.

8 Q. Okay. And was it signed by the company?
9 Do you happen to know whose that signature was?

10 A. I think it's Kent, Sr.'s signature, but I
11 can't confirm that.

12 Q. Do you know who he was -- well, he still
13 is?

14 A. I'm guessing -- is he director of human
15 resources?

16 MR. LEBOWICH: Labor relations.

17 THE WITNESS: Labor relations.

18 THE ARBITRATOR: Once again, can we agree
19 that that's his signature?

20 MR. LEBOWICH: That's Kent's signature.

21 BY MR. BLOOM:

22 Q. Just for a point of reference, looking at
23 this document, it has the agreement on the first
24 two pages -- sorry -- the first three pages. Then
25 there's a graph that shows the progression line on

1 four and then the job descriptions?

2 A. Correct.

3 Q. Were these new job description?

4 A. Some of them, yes.

5 Q. One of the job description -- it's on page
6 10 of 14. Can you take a look there?

7 A. Okay.

8 Q. Is that the Customer Service
9 Representative-Shift?

10 A. Yes.

11 Q. Is that the CSR-Shift worker?

12 A. Yes.

13 Q. Did the union ever agree with the company
14 at any time, other than this agreement, as to
15 those duties of the Customer Service
16 Representative-Shift, or CSR-Shift, changing to
17 only becoming dispatch?

18 A. No.

19 Q. Did you consider these job descriptions to
20 be part and parcel to this agreement which I've
21 marked as Union Exhibit No. 3?

22 A. Yes.

23 Q. Okay.

24 THE ARBITRATOR: Okay. Some of them at
25 the end, their descriptions designate "created"

1 and on the others, it says "revised." Can I take
2 that "created" are the newer ones?

3 THE WITNESS: Just a minute. Yes. You're
4 looking at the CSA-I, II and III?

5 THE ARBITRATOR: Yes.

6 THE WITNESS: And then also the Senior
7 CSR?

8 THE ARBITRATOR: Yes. Well, it says
9 created.

10 THE WITNESS: Yes. That's the new job
11 description, correct.

12 BY MR. BLOOM:

13 Q. Do you want to -- I know I referenced this
14 in my opening statement, but explain for the
15 Arbitrator what positions, if any, were eliminated
16 through this agreement.

17 A. Collection Assistants and Customer Service
18 Clerk, contact center.

19 Q. And what was your understanding of
20 where -- the duties that were performed by
21 employees in those positions, did they go into the
22 newly created job titles? Is that your
23 understanding?

24 A. Yes.

25 Q. And was there also an agreement contained

1 in here that this would be made part of a formal
2 collective bargaining agreement --

3 A. Yes.

4 Q. -- if you look at the bottom on page three
5 of 14?

6 All right. Now, before I -- if you look
7 at page three, the Customer Service-I, if you at
8 the second bullet point there, the second sentence
9 states: The first 20 CSA-Is hired into these new
10 lines will all be new hires and hire, hire, post
11 will go into effect the following these hires.

12 Did that sentence make it into the
13 collective bargaining agreement, the actual --
14 I'll represent to you that it doesn't in Joint 1.

15 A. I don't think so. I think now they are
16 all new hire.

17 Q. Because the 20 were hired?

18 A. Yes.

19 Q. Does that become moot? Is that why it
20 wasn't put in there, to your understanding?

21 A. Yes.

22 Q. Okay. Will you state specifically -- I'm
23 sorry, not specifically; but to your understanding
24 in general, were there -- some of the newly
25 created positions, were they much lower, the same

1 or higher pay scale than the pre-existing
2 positions, the previous positions?

3 A. One is -- I'm sorry. Let me look. One I
4 believe is comparable. The Customer Service
5 Assistant-II is comparable to a Collection
6 Assistant, which they're both a B-1 rate of pay.
7 The Customer Service Assistant-I is, for lack of a
8 better term, cheaper. The Customer Service
9 Assistant-III is again, for lack of a better term,
10 cheaper than a CSR; but the skill level within the
11 job classification was higher than the other two
12 where they could perform maybe complex work.

13 Q. Okay. I'll hand you what I would like to
14 mark as Union Exhibit No. 4.

15 (Union Exhibit 4, E-mail dated 6/5/12, was
16 marked for identification.)

17 BY MR. BLOOM:

18 Q. I've handed you some e-mail correspondence
19 between you and Shelley Ortiz. Hopefully, I
20 pronounced that correctly.

21 Is this correspondence just confirming and
22 demonstrating that the company did hire those
23 initial positions, the initial staffing?

24 MR. LEBOWICH: Objection. The document
25 speaks for itself. We're getting a little bit of

1 leading here.

2 THE ARBITRATOR: It says what it says.

3 MR. BLOOM: Yeah. I'm just trying to get
4 the reference of why I'm entering it. That's all.
5 I can just ask her what it is, or I can just enter
6 it.

7 THE ARBITRATOR: You can just enter it if
8 you're going to make an argument that it states
9 what you want to state.

10 MR. BLOOM: Yeah. It's not critical or
11 crucial. It's just background.

12 THE ARBITRATOR: All right. So you've got
13 it in.

14 MR. LEBOWICH: No objection.

15 BY MR. BLOOM:

16 Q. After the grievance was filed in this
17 case, did you make an information request to the
18 company?

19 A. I did.

20 Q. Okay. And did the company offer a written
21 response?

22 A. They did.

23 Q. I'm going to hand you what I'll mark as
24 Union No. 5.

25 (Union Exhibit 5, Information request with

1 attachment, was marked for identification.)

2 BY MR. BLOOM:

3 Q. Is this a true and accurate copy of your
4 information request and Timothy Newman's response,
5 except for, I believe, his response did also have
6 attachments that we may offer some or all in later
7 reference?

8 A. Yes.

9 MR. LEBOWICH: Now, I'm curious about the
10 relevance of this. This is not -- it doesn't go
11 to the nature of the grievance itself. I mean,
12 there's no -- we don't have any dispute that an
13 information request was made; but, particularly,
14 the dialogue back and forth about information we
15 provided and information we didn't provide, I
16 think is, frankly, irrelevant here. We eventually
17 did provide information. I don't think there's a
18 dispute here.

19 THE ARBITRATOR: Is there any issue on
20 information provided?

21 MR. BLOOM: There is. First of all, we're
22 going to offer you some graphs and charts that the
23 company responded, and I think it needs -- the
24 request and the response from the company help
25 explain and give background to what those

1 documents are, that help explain that.

2 Also, the company takes the position that
3 some of the information requests are irrelevant;
4 and the union writes back, in part -- talks about
5 its claim with Exhibit P, which has been raised as
6 a grievance issue. So that's why these documents
7 are being added.

8 THE ARBITRATOR: Go ahead.

9 BY MR. BLOOM:

10 Q. All right. I'd like to hand you what I've
11 marked as Union Exhibit No. 6.

12 (Union Exhibit 6, Information request
13 dated 5/11/16 with attachment, was marked for
14 identification.)

15 BY MR. BLOOM:

16 Q. Is this a true and accurate copy of the
17 response -- I should say the reply that the union
18 made to the company's responses to the relevance
19 issues with information requests, as I referenced
20 in Union Exhibit No. 5?

21 A. Yes.

22 MR. LEBOWICH: I'm going to continue to
23 object to both the hearsay nature of this, to the
24 extent that the union is using -- well, it's
25 trying to use these documents -- these are her

1 e-mails to us. I mean, they can't be taken for
2 the truth of the matter. That's all I'm saying.
3 If he's presenting that there was an exchange, I
4 get that; but, again, anything that -- this is an
5 e-mail explaining why they think certain documents
6 are relevant.

7 THE ARBITRATOR: Right, which is their
8 position.

9 MR. LEBOWICH: Right. It's just that.
10 It's just their position. It can't be taken for
11 fact.

12 MR. BLOOM: I'm not offering it to say
13 it's the position offered; and therefore, if you
14 don't object, it goes in. We win. I'm not saying
15 that.

16 THE ARBITRATOR: Okay. We understand this
17 is union's position on these items.

18 MR. BLOOM: Right. And that was asserted
19 to the company on May 11.

20 BY MR. BLOOM:

21 Q. Other than the information request that
22 you made, does the union keep track of the
23 membership, who is working or were working at the
24 time for PPL?

25 A. Yes.

1 Q. Okay. And how does the union keep track
2 of the number of employees in each position?

3 A. We actually receive a monthly spreadsheet
4 of union membership, their employment status,
5 other pertinent information, job description, rate
6 of pay, effective date.

7 (Union Exhibit 7, PPL membership
8 spreadsheet dated June 2012, was marked for
9 identification.)

10 BY MR. BLOOM:

11 Q. I'm going to hand you what I've marked as
12 Union No. 7, and I will represent that there's a
13 handwritten number at the top right-hand corner
14 that says 205. That is something that we wrote in
15 preparation but --

16 THE ARBITRATOR: You wrote in preparation
17 for this case?

18 MR. BLOOM: Yes. It states the number of
19 positions.

20 BY MR. BLOOM:

21 Q. What were the number of positions based
22 upon the union's calculation, based upon what you
23 told me how you arrived at it?

24 THE ARBITRATOR: Let him see the document.

25 MR. LEBOWICH: This isn't the whole thing;

1 right? This is just customer care?

2 MR. BLOOM: Exactly. Correct.

3 BY MR. BLOOM:

4 Q. Based upon the union's records, what were
5 the number of customer care employees that PPL
6 employed in June of 2012?

7 A. 205.

8 Q. Okay. I'll hand you what I'll mark as
9 Union Exhibit No. 8.

10 (Union Exhibit 8, Staffing spreadsheet
11 dated December 2012, was marked for
12 identification.)

13 BY MR. BLOOM:

14 Q. This is essentially the same document
15 compiled by the union for staffing of PPL Customer
16 Service for December of 2012?

17 A. Yes.

18 Q. Okay. What is the number -- I wrote only
19 on mine this time.

20 A. 212.

21 THE ARBITRATOR: This is December?

22 MR. BLOOM: December.

23 THE WITNESS: Yes.

24 BY MR. BLOOM:

25 Q. I'll hand what you I'll mark as Union

1 Exhibit No. 9.

2 (Union Exhibit 9, PPL membership
3 spreadsheet dated January 2016, was marked for
4 identification.)

5 BY MR. BLOOM:

6 Q. How many PPL employees were employed in
7 the customer service department in January of
8 2016?

9 A. 163.

10 MR. BLOOM: And I'll represent that the
11 handwriting on the upper right-hand side was not
12 part of the computer printout. That's something
13 that I didn't write, but one of us wrote.

14 MR. MUFFLEY: And this is January of 2016?

15 MR. BLOOM: Correct.

16 BY MR. BLOOM:

17 Q. I'll hand you what I'll mark as Union 10.

18 (Union Exhibit 10, Union promotions
19 spreadsheet dated 1/1/2012, was marked for
20 identification.)

21 BY MR. BLOOM:

22 Q. Can you explain for the Arbitrator what
23 this document is and whom you received it from?

24 A. This was received from the company. It's
25 a list of all promotions made within the Lehigh

1 and/or Scranton customer contact centers from
2 January 1, 2012, and I'm going to say to the date
3 we received it, March 18, 2016.

4 Q. Was this what the company provided in
5 response to your information request?

6 A. Yes.

7 Q. About the number of promotions?

8 A. Yes.

9 Q. Okay. If you look in the middle there, it
10 says Customer Service Assistant-I. Then it goes
11 down; and then there's a III, II, II, III, II.

12 Then to the right, it says "job
13 title-new." Those positions, were those
14 bargaining unit positions, to the right?

15 A. The Customer Service Assistant-II are
16 bargaining unit positions, and then the bottom
17 five are management positions.

18 Q. So is it fair to say, based upon this
19 document, that the only promotions the company
20 made to customer service from 1/1/2012 to March 18
21 of 2016 was the Customer Service Assistant-Is to
22 the Customer Service Assistant-IIIs?

23 A. Yes.

24 Q. Okay. Okay. And were those promotions --
25 how were those promotions to take place under the

1 letter of understanding? Is that something that
2 was based upon performance and need or something
3 else?

4 A. The letter states that it would be
5 automatic promotion. Now, initially, it stated
6 after a year; but we do have a separate agreement
7 that now it's after six months.

8 Q. There's an agreement to the effect that it
9 was six months, but it says we're not to use it
10 for any other purpose --

11 MR. LEBOWICH: We have no problem with
12 that.

13 MR. BLOOM: If they'll stipulate that it
14 was --

15 MR. LEBOWICH: We know it's six months.

16 BY MR. BLOOM:

17 Q. I'm going to hand you what we'll mark as
18 Union Exhibit No. 11.

19 (Union Exhibit 11, Total number of
20 customer service staff spreadsheet for 7/2015 to
21 3/2016, was marked for identification.)

22 BY MR. BLOOM:

23 Q. I'll represent to you that this was a
24 document that was received by the union from the
25 company in response to the information request as

1 to the total number of customer service staff from
2 July of 2015 to March of 2016. Am I accurate in
3 the way I represented it?

4 A. Yes.

5 Q. Based upon the company's information
6 response, how many employees did PPL have employed
7 in the customer service department as of October
8 of 2015?

9 A. 156.

10 Q. Okay. And how many as of March of 2016?

11 A. 148.

12 Q. Okay. Do you know when the contracting
13 out to iQor started or began with PPL?

14 A. It was October-November of 2015.

15 Q. Okay. I'm going to hand you what we'll
16 mark --

17 MR. LEBOWICH: Give me one second.

18 (Pause in proceedings.)

19 BY MR. BLOOM:

20 Q. I'll hand you what I'll mark as Union
21 No. 12.

22 (Union Exhibit 12, Calls offered
23 spreadsheet, was marked for identification.)

24 BY MR. BLOOM:

25 Q. Again, this is a document that the company

1 offered in response to the union's information
2 request?

3 A. Yes.

4 Q. Is this the manner in which the union
5 requested it? I'll represent to you that the
6 union initially requested that it be broken down
7 by calls offered to iQor, calls offered to the
8 union or to the union bargaining unit employees;
9 and the company stated that they were unable to do
10 that. We'll take them for their word for that.

11 Are these the total number of calls
12 offered to both iQor, bargaining unit employees
13 and/or anybody else that came in through customer
14 service? Is that your understanding?

15 A. That's my understanding.

16 Q. Did you receive this document from the
17 company?

18 A. Yes, I did.

19 Q. I'll hand you what I'll mark as Union
20 No. 13.

21 (Union Exhibit 13, Spreadsheet of iQor
22 staff employees, was marked for identification.)

23 BY MR. BLOOM:

24 Q. Is this also a document that the company
25 provided to you in response to your information

1 request?

2 A. Yes.

3 Q. And was it in response to the union's
4 request as to how many iQor staff employees were
5 performing customer service work?

6 A. Yes.

7 Q. If you look at the three blocks at the
8 bottom, is there any one of these blocks that
9 pertains to basically the midnight hours or the
10 early morning hours?

11 A. Yes.

12 Q. Okay. Where is that located?

13 THE ARBITRATOR: The 10:00 to 7:00?

14 THE WITNESS: Yes. Thank you.

15 BY MR. BLOOM:

16 Q. What's your understanding of how many iQor
17 employees are working in the late hours taking in
18 calls?

19 A. Five.

20 Q. And in the past, had CSR-Shifts ever taken
21 calls late?

22 A. Yes.

23 Q. And when did that stop and start?

24 A. I'm going to say the last four or five
25 years.

1 Q. Four or five years ago?

2 A. Yes.

3 Q. I'm going to hand you what I'll mark as
4 Union 14.

5 (Union Exhibit 14, Professional Services
6 Agreement between First Contact, LLC and PPL
7 Electric Utilities Corporation dated 9/10/15, was
8 marked for identification.)

9 BY MR. BLOOM:

10 Q. I've handed you a contract that's been
11 marked as Union Exhibit No. 14 that's titled
12 Professional Services Agreement between First
13 Contact, LLC and PPL Electric Utilities
14 Corporation, dated September 10, 2015.

15 A. Yes.

16 Q. Is it your understanding that what -- is
17 this what the company provided you in response to
18 your initial request for the subcontracting
19 contract to iQor?

20 A. Yes.

21 Q. Okay. And take a look at Exhibit A on
22 this, which is approximately about 10 pages in.
23 These are double-sided.

24 A. Okay.

25 Q. You heard me state in my opening that the

1 iQor employees would be doing customer service
2 work 24/7, 365 days a year. Is this document
3 where we came up with that conclusion?

4 A. Yes.

5 THE ARBITRATOR: Are you saying First
6 Contact, LLC is iQor?

7 MR. LEBOWICH: It is.

8 MR. BLOOM: Yes.

9 THE ARBITRATOR: Okay.

10 MR. LEBOWICH: I don't have a good
11 explanation for that. It just is.

12 MR. BLOOM: Sorry I didn't put more detail
13 in that.

14 BY MR. BLOOM:

15 Q. If you go a few pages, that's where
16 Exhibit B -- it's towards the back. There's a
17 back page with Exhibit B, and it mentions the
18 \$9 million in the pay rates of the workers for
19 iQor. There's the word iQor, by the way.

20 THE ARBITRATOR: Thank you.

21 BY MR. BLOOM:

22 Q. Is that where we got that information?

23 A. Yes.

24 Q. Okay. And there have been invoices that
25 have been referenced, I believe, by both parties

1 at this point, which I'll hand you Union Exhibit
2 No. 15.

3 (Union Exhibit 15, iQor invoices, was
4 marked for identification.)

5 BY MR. BLOOM:

6 Q. Is this a true and accurate copy of the
7 invoices that you received from the company?

8 A. Yes.

9 Q. Do you have an understanding for what time
10 period these invoices pertain to?

11 A. Yes.

12 Q. From what time to what time?

13 A. October 2015 to the final invoice, which
14 is the end of July of 2016.

15 Q. Okay.

16 MR. LEBOWICH: Before you move on, it
17 looks like you photocopied perhaps a calculation
18 tape there on the front. I don't think that was
19 on the original.

20 THE WITNESS: It was not on the invoice.

21 THE ARBITRATOR: So we should disregard
22 this tape or what?

23 BY MR. BLOOM:

24 Q. Well, let me say: What is that tape? Who
25 did that tape? I'm sorry I didn't point that out.

1 A. I ran that tape. It's the total -- all
2 totals of the invoices.

3 THE ARBITRATOR: All right. So this is
4 Jane's totaling of all invoices. Okay.

5 MR. BLOOM: Again, I agree that the
6 document speaks for itself.

7 MR. LEBOWICH: I think the math is
8 accurate.

9 THE ARBITRATOR: We can check it.

10 MR. LEBOWICH: Yeah.

11 BY MR. BLOOM:

12 Q. Do you recall when the company, PPL,
13 notified the union that it was going to
14 subcontract out customer service work to iQor?

15 A. Yes.

16 Q. I'll show you what I'll mark as Union
17 No. 16.

18 (Union Exhibit 16, Notification of
19 contractor work dated 10/21/15, was marked for
20 identification.)

21 BY MR. BLOOM:

22 Q. Is this the company's notification?

23 A. Yes.

24 THE ARBITRATOR: All right. Company, this
25 is that what you were referring to as prompting

1 the grievance?

2 MR. LEBOWICH: It is.

3 BY MR. BLOOM:

4 Q. If you look at the brief description of
5 the work, it states, and I quote, PPL Electric
6 Utilities has signed a contract with First
7 Contact, LLC.

8 And then it states: IQor to handle
9 inbound and outbound customer service
10 interactions, back office work and provide 24/7
11 support. iQor provides redundancy and disaster
12 recovery capabilities to meet customer needs if an
13 event impacts PPL facilities.

14 Looking at that first sentence, is that --
15 can you explain what portion of the bargaining
16 unit customer service work that pertains to? Is
17 it part of it? All of it?

18 A. It's all of it.

19 MR. BLOOM: I don't have anything further.

20 THE ARBITRATOR: Okay. Do you want to
21 caucus?

22 MR. LEBOWICH: If you don't mind, I would
23 like to ask a few questions; and we might have to
24 take a break.

25 * * *

CROSS-EXAMINATION

BY MR. LEBOWICH:

Q. Okay. With respect to -- we're going to go in order here -- Union Exhibit 1 --

A. Okay.

Q. -- this is a document that you stated was provided to you by the company?

A. Yes.

Q. I'm not sure you told us who. By whom? Who was it?

A. It was either Dave Ling --

THE ARBITRATOR: Did you say either?

THE WITNESS: -- either Dave Ling or Shelley Ortiz. I do not recall specifically.

THE ARBITRATOR: Okay. Dave is identified. Was Shelley identified as to what her position was?

MR. BLOOM: I don't think she did.

BY MR. LEBOWICH:

Q. What was Shelley's position at the time?

A. Manager, Lehigh customer contact center.

THE ARBITRATOR: She's here.

BY MR. LEBOWICH:

Q. And I recognize that this -- well, strike that.

1 This is not what -- the final version of
2 what is now Exhibit P of the collective bargaining
3 agreement; correct?

4 A. Correct.

5 Q. So this is not the operative document?

6 A. Correct.

7 Q. In the proposal that the company made, am
8 I correct that the last bullet point states that
9 management is responsible to determine the
10 staffing required at all position levels?

11 A. Yes. That's what it says.

12 Q. So the first document that you were
13 provided by the company, they made clear that they
14 would set the number of bargaining unit positions
15 at each level; correct? That was their proposal,
16 at least?

17 MR. BLOOM: I would object to the
18 mischaracterization of what it states.

19 THE ARBITRATOR: Management is responsible
20 to determine staffing required at all position
21 levels. What are you disputing?

22 MR. BLOOM: I thought he said it
23 differently. To the extent he said it like that,
24 I have no objection.

25 THE ARBITRATOR: Okay.

1 BY MR. LEBOWICH:

2 Q. And on the second page of this proposal,
3 which is all it was, was a proposal -- again,
4 we're looking at the last big bullet, not the
5 little bullets. It states as vacancies are
6 declared, employees are to be promoted; is that
7 correct?

8 A. Are you on this line (indicating)?

9 Q. I am.

10 A. Not the inset ones?

11 Q. Not the inset ones.

12 A. Can you ask that again?

13 Q. That bullet point states: As vacancies
14 are declared, employees are promoted and then
15 based on demonstrated skills and time on job.

16 That was the company's proposal; correct?

17 A. That's how that reads, correct.

18 Q. And vacancies are declared by the company;
19 isn't that right?

20 A. Yes.

21 Q. Now, Union Exhibit 2 -- I'm doing my best
22 to go in order.

23 A. That's okay.

24 Q. This e-mail from Mr. Ling detailed very
25 specific hiring numbers that the union -- that the

1 company was offering you, is that correct, in the
2 first bullet point?

3 A. Yes.

4 Q. And your testimony was that the company,
5 in fact, satisfied each of those specific hiring
6 numbers; isn't that right?

7 THE ARBITRATOR: She said they were
8 filled.

9 BY MR. LEBOWICH:

10 Q. Okay. The company hired 18 existing spec
11 temps into CSA-III positions; is that correct?

12 A. I can't guarantee it was 18, but I know
13 they hired the existing specs.

14 THE ARBITRATOR: The first time around,
15 you were asked about 18 and 22, and you said yes.

16 THE WITNESS: That's what this says, yes.

17 BY MR. LEBOWICH:

18 Q. The company did what they said they were
19 going to do?

20 A. They did what they said they were going to
21 do.

22 Q. And with respect to the CSR-Shift
23 position --

24 THE ARBITRATOR: Are we on 3 now?

25 MR. LEBOWICH: I don't think so, no.

1 BY MR. LEBOWICH:

2 Q. You had mentioned the CSR-Shift position;
3 correct?

4 A. Uh-huh.

5 Q. And do you know right now how many
6 CSR-Shifts are working today?

7 A. I believe there are 10.

8 Q. Okay. Isn't it true that there are only
9 two people on the second shift, CSR-Shifts?

10 THE ARBITRATOR: Are you saying instead of
11 10?

12 MR. LEBOWICH: Instead of 10 total.

13 BY MR. LEBOWICH:

14 Q. But working second shift -- so not working
15 8:00 a.m. to 5:00 p.m.; but after hours -- isn't
16 it true that there's only actually a total of
17 three people on any given shift?

18 A. I don't know. They have a rotating
19 schedule. I don't know how they staff it.

20 Q. You don't know how they staff it?

21 A. I know that there are 10 in the job
22 classification.

23 Q. Okay. So it's a total of 10 people; but
24 you don't know how they're staffed between, say,
25 5:00 p.m. and midnight?

1 A. Correct.

2 Q. Or between midnight and 7:00 a.m.?

3 A. Correct.

4 Q. Okay. Do you know what their rate of pay
5 is?

6 A. CS-IV is about \$34 an hour.

7 Q. So that's the highest rate of any customer
8 service position in the customer service
9 progression; correct?

10 A. No. I thought the senior was higher.

11 Q. So it's the second highest rate?

12 A. I believe so.

13 Q. Okay.

14 THE ARBITRATOR: And that rate was what?

15 THE WITNESS: I think it's around \$34 an
16 hour.

17 THE ARBITRATOR: Thank you.

18 MR. LEBOWICH: So we actually have -- if
19 we look at Union Exhibit 3, it identifies what
20 the -- where to look on the salary table.

21 BY MR. LEBOWICH:

22 Q. Is that correct?

23 THE ARBITRATOR: All right. In your
24 briefs, if necessary, you'll tell me what the
25 number is.

1 MR. LEBOWICH: I believe it's the CS-IV.

2 THE WITNESS: I believe all the figures
3 are noted in Exhibit A of the labor agreement.

4 BY MR. LEBOWICH:

5 Q. Now, I want to skip a couple of documents
6 and I want to look at -- well, strike that.

7 With Union Exhibits 7 through 9, it was
8 presented to show us that the bargaining unit size
9 in customer care went from 205 to 163; is that
10 correct?

11 A. Yes. You're referring to the
12 spreadsheets; correct?

13 Q. Yes.

14 A. Yes.

15 Q. And this grievance was filed in late 2015;
16 correct? In fact, it was filed on December 3 of
17 2015?

18 A. I believe so, if that's what's on the
19 grievance form.

20 Q. Not in 2013 or 2014; correct?

21 A. Not this grievance, no.

22 Q. And the attrition that resulted from 205
23 to 163, that is natural attrition; correct?

24 A. Yes.

25 Q. Okay. Nobody was laid off?

1 A. No.

2 Q. Now, if you look at Union Exhibit 10,
3 which is the list of promotions -- correct?

4 A. Yes.

5 Q. The first promotion -- there's a column
6 that says effective date; correct? That's one,
7 two, three, four columns in?

8 A. Yes.

9 Q. Am I right that the first promotion from
10 Customer Service Assistant-I to Customer Service
11 Assistant-I was on 8/5 of '13?

12 A. Yes.

13 Q. And when was the last one?

14 A. 12/8 of '14.

15 Q. So that was almost a year -- just missed
16 it by five days -- almost a year before the
17 grievance was filed in this case?

18 A. Yes.

19 Q. I'm going to look at Union Exhibit 11.
20 This is the document where you pointed out that
21 the numbers went from 156 in 2015 to 148 on 3/23
22 of '16, about a six-month time frame?

23 A. Correct.

24 Q. So it went down by eight people?

25 A. Yes.

1 Q. Isn't it true that between 7/15 and 10/15,
2 it went down by six people before the contracting?

3 A. Before the contracting of iQor?

4 Q. Yes.

5 A. Yes.

6 Q. So from 7/15 to 10/15, there was a natural
7 attrition of six people; correct?

8 A. Yes. No one was laid off.

9 Q. And then from that point on to 3/16,
10 another eight people left the bargaining unit for
11 some reason naturally?

12 A. Yes.

13 MR. LEBOWICH: Can we take a few minutes?

14 THE ARBITRATOR: Yes.

15 (A brief recess was taken.)

16 MR. LEBOWICH: We have no further
17 questions.

18 THE ARBITRATOR: No further questions?

19 MR. BLOOM: No follow-up.

20 (The witness was excused.)

21 MR. BLOOM: We call Steve Knoebel.

22 * * *

23 STEVEN C. KNOEBEL,
24 having been duly sworn or affirmed, was examined
25 and testified as follows:

* * *

THE ARBITRATOR: State your name and your position.

THE WITNESS: Steven Knoebel, president of IBEW Local 1600; and also in this case, I'm the named grievant for the local.

* * *

DIRECT EXAMINATION

BY MR. BLOOM:

Q. How long have you been the president of IBEW Local 1600?

A. Since December of 2014.

Q. And how long have you been employed by Local 1600?

A. Employed by -- well, employed by them, since December of 2014 and prior from November of 2002 through -- yeah, 2002 to 2008.

THE ARBITRATOR: You left the company?

THE WITNESS: I was with -- yeah. I was on a leave of absence. I was a vice president and business rep for six years and then left.

THE ARBITRATOR: But, technically, you were always an employee?

THE WITNESS: Correct. I've always been a member.

1 THE ARBITRATOR: No. You were always an
2 employee? You were an employee on leave of
3 absence?

4 THE WITNESS: I was an employee from PPL;
5 and now, actually, I'm on the spinoff side.

6 THE ARBITRATOR: That's confusing.

7 BY MR. BLOOM:

8 Q. When were initially employed by PPL?

9 A. 1978.

10 Q. And what were the different jobs you held?

11 A. I was in the construction department, all
12 the way through. I started in construction, and
13 then it got renamed to mobile workforce field
14 service. I was in generation, power plants,
15 fossil and then nuclear.

16 Q. Did you file the grievance in this case
17 that's marked as Joint Exhibit No. 2?

18 A. Yes, I did.

19 Q. Could you explain -- well, first of all,
20 what was the date that the grievance was reduced
21 to writing?

22 A. It was reduced to writing on November 12,
23 2015.

24 Q. Is that indicated up in the left-hand
25 corner?

1 A. Yes, it is.

2 Q. There's been reference in the company's
3 opening statement to the fact that Exhibit P is
4 not printed as Exhibit P on the face of the
5 grievance. Can you explain why you didn't write
6 Exhibit P? Let me ask you this: How long have
7 you been using this form?

8 A. This form in this format, to my knowledge,
9 probably three to four years is when it was
10 introduced.

11 Q. Has it been used by PPL?

12 A. Yes.

13 Q. And how many grievances do you think have
14 been filed on this form?

15 MR. LEBOWICH: Oh, it's a lot.

16 THE ARBITRATOR: It's a lot?

17 MR. NEWMAN: It's a lot.

18 THE WITNESS: I don't think anybody is
19 going to argue that it's a lot.

20 MR. NEWMAN: We'll stipulate to a lot.

21 BY MR. BLOOM:

22 Q. Do you want to explain why you didn't
23 write down Exhibit P on there?

24 A. Exhibit P is -- it was written as an
25 article/section/paragraph. The box put in is the

1 applicable provision, which includes the exhibits.
2 It also included any active MAs.

3 Q. You're talking about the box that --

4 A. The box for the other provisions if it
5 does not fall under an article or a section -- or
6 not defined in an article, a section or a
7 paragraph.

8 Q. Okay. These other -- where it says
9 article/slot, section/slot, was there any article
10 or section of the exhibit section of the
11 collective bargaining agreement?

12 A. No.

13 Q. All right. Where it says settlement
14 desired, you wrote, maintain proper staffing
15 levels. What were you pertaining to with that
16 statement?

17 A. With the level of staffing, as we are
18 attritioning out, being replaced by contractors,
19 in this case, to maintain where our level was with
20 our people to do the bargaining unit work.

21 Q. Does the word "maintain" find its way into
22 Exhibit P anywhere?

23 A. Yes, it does.

24 MR. BLOOM: No further questions.

25 THE ARBITRATOR: Okay. Cross?

1 MR. LEBOWICH: Briefly.

2 * * *

3 CROSS-EXAMINATION

4 BY MR. LEBOWICH:

5 Q. I want to get the date straight.

6 A. Sure.

7 Q. Okay. The complaint discussion was
8 11/5/15; is that correct?

9 A. Yes.

10 Q. Their grievance was reduced to writing
11 11/12/15?

12 A. Correct.

13 Q. The company provided -- what's the
14 12/30/15 date?

15 A. That is when I submitted it to go to, in
16 this case, directly to third step.

17 Q. Okay. So that was after -- okay. So
18 there was an understanding to take it straight to
19 third step?

20 A. Yeah. We had the -- we had the -- once it
21 was reduced to writing, I had the written response
22 from the company.

23 Then I requested if we just send it
24 directly to third. That's what we agreed, to send
25 it directly to third. We bypassed step one and

1 two.

2 MR. LEBOWICH: That was merely for
3 clarification. No one is suggesting that --

4 THE ARBITRATOR: Thank you.

5 MR. LEBOWICH: -- for the contracting out
6 issue, there was a timeliness issue.

7 BY MR. LEBOWICH:

8 Q. Mr. Knoebel, are you suggesting in your
9 testimony that you've never written that a
10 specific MA has been violated on a grievance form
11 since you've been using this form that says "any
12 other applicable provision"?

13 A. Since we've been using it, have we written
14 that?

15 Q. Yes.

16 A. Myself, personally, filing a grievance, I
17 have not. Now, I cannot answer --

18 THE ARBITRATOR: You were asked for
19 yourself.

20 THE WITNESS: -- for all other stewards.
21 To my knowledge, since I've come in -- I'm really
22 not sure on that, since I've come in, if I've
23 written them or not.

24 THE ARBITRATOR: You said if it's not an
25 article, a section or a paragraph?

1 THE WITNESS: That's where the box came
2 in.

3 THE ARBITRATOR: That's the way you
4 understand it?

5 THE WITNESS: Correct.

6 BY MR. LEBOWICH:

7 Q. So you don't know, sitting here today,
8 whether or not, if we looked through the grievance
9 forms over the last three years, whether we would
10 find ones that had exhibits --

11 THE ARBITRATOR: Signed by him?

12 MR. LEBOWICH: No. Now I'm asking about
13 filed by the union that have Exhibit A through O.

14 THE WITNESS: I cannot answer if you'd
15 find them or not because, like I said, I don't --
16 We have stewards and people all over that write
17 grievances.

18 BY MR. LEBOWICH:

19 Q. And you don't know whether or not the
20 union has -- the union or anybody has filed
21 grievances that have specifically referenced
22 specific MAs; correct?

23 A. Correct. I'm sure if you would go
24 through, you would find some that specifically say
25 that.

1 Q. Okay. And isn't it true, sir, that the
2 company has repeatedly informed you that it
3 didn't acknowledge the "any other applicable
4 provision"?

5 THE ARBITRATOR: Of your grievance form?

6 BY MR. LEBOWICH:

7 Q. On your grievance form?

8 A. On this grievance?

9 Q. At other times.

10 THE ARBITRATOR: This is your form; right?

11 THE WITNESS: There might have been a
12 mention, but it was never an argument that was
13 made through it.

14 BY MR. LEBOWICH:

15 Q. You've been told by the company in the
16 grievance process that you had to actually
17 identify the specific provisions of the collective
18 bargaining agreement and that they were not
19 acknowledging just a general "any other applicable
20 provision;" isn't that correct?

21 A. I have been told -- I have been made aware
22 of what the language says on identifying the
23 article and section as written in there; but,
24 again, it's not the article or section.

25 MR. LEBOWICH: Okay.

1 MR. BLOOM: I have some follow-up.

2 * * *

3 REDIRECT EXAMINATION

4 BY MR. BLOOM:

5 Q. Take a look at Joint Exhibit 1, the
6 grievance procedure. It was referred to --
7 Article III, Section 3-B states it must specify
8 the article and section of the agreement?

9 A. Correct.

10 Q. But it doesn't say anything about exhibits
11 or appendices or anything like that?

12 A. Correct.

13 Q. Is that what you were referencing when you
14 were talking about arguing with the company?

15 A. The articles and sections are identified.
16 That block was put in --

17 THE ARBITRATOR: He said when you said
18 article or section, is that what you were
19 referring to?

20 THE WITNESS: Correct.

21 BY MR. BLOOM:

22 Q. Is it oftentimes in grievance procedures
23 that the company tells you that they disagree and
24 you disagree with them? Did you ever agree with
25 them that, yeah, you're right, it doesn't matter?

1 THE ARBITRATOR: Is this still your form?

2 THE WITNESS: Yes, it is.

3 THE ARBITRATOR: Does it still have that
4 block on it?

5 THE WITNESS: Yes, it does.

6 MR. BLOOM: No further questions.

7 MR. LEBOWICH: Nothing further.

8 THE ARBITRATOR: All right. Thank you.

9 (The witness was excused.)

10 MR. BLOOM: I may be done. May I take a
11 very brief caucus?

12 THE ARBITRATOR: Yes.

13 (A brief recess was taken.)

14 MR. BLOOM: We're going to rest.

15 THE ARBITRATOR: Okay. That sounds like a
16 lunch break then.

17 MR. LEBOWICH: Yes.

18 MR. BLOOM: We can do it at this time.

19 THE ARBITRATOR: It is 12:40. We're going
20 to break for lunch. I would like you all to be
21 back in an hour or less.

22 (A lunch recess was taken from 12:41 p.m.
23 until 1:54 p.m.)

24 THE ARBITRATOR: All right. We're going
25 to get started.

* * *

SHELLEY ORTIZ,
having been duly sworn or affirmed, was examined
and testified as follows:

* * *

THE ARBITRATOR: State your name and your
position.

THE WITNESS: Shelley Ortiz, manager,
business process improvements for PPL Electric
Utilities.

THE ARBITRATOR: Thank you.

* * *

DIRECT EXAMINATION

BY MR. LEBOWICH:

Q. Good afternoon, Ms. Ortiz.

A. Hi.

Q. How long have you been employed by PPL?

A. Almost 42 years.

Q. Small timer -- short timer?

A. (Witness nods head.)

Q. Okay. Your current position again is?

A. Manager, business process improvements.

Q. Okay. Does that involve customer care?

A. It involves business process improvements
for customer care.

1 Q. And prior to your current position, did
2 you -- you, obviously, held another position at
3 PPL. What was that?

4 A. Prior to that, I was the customer contact
5 manager of the Lehigh office.

6 Q. Okay. And approximately what dates did
7 you hold that position?

8 A. From 2000 until 2015.

9 Q. Okay. And the Lehigh offices was one of
10 the two customer call centers?

11 A. Correct.

12 Q. And do you know a gentleman named David
13 Ling?

14 A. Yes, I do.

15 Q. Who was Mr. Ling?

16 A. He was my superior.

17 Q. And what position did he hold?

18 A. He was director of customer operations.

19 Q. Now, you were here earlier today; and you
20 heard some testimony about Exhibit P in the
21 collective bargaining agreement. Do you recall
22 that?

23 A. Yes.

24 Q. Are you familiar with Exhibit P?

25 A. Yes, I am.

1 Q. And did you have any role with respect to
2 the negotiations that led to eventually Exhibit P
3 being in the collective bargaining agreement?

4 A. Yes, I did. I was on the team.

5 Q. What role did you play?

6 A. I was on the team.

7 Q. Did Mr. Ling play a role?

8 A. Yes, he did.

9 Q. Okay. Is Mr. Ling currently employed by
10 PPL?

11 A. No, he's not.

12 Q. Now, I'm going to -- as part of your role
13 in those negotiations, did you have conversations
14 with Mr. Ling about the company's positions in
15 those negotiations that led to Exhibit P?

16 A. Yes.

17 Q. And are you familiar with the back and
18 forth generally between the union and the company
19 that eventually led to Exhibit P?

20 A. Generally.

21 Q. Based on your knowledge, are you aware of
22 any agreement with the union to guarantee a
23 minimum level of staffing in a customer care
24 position at PPL?

25 A. No, sir.

1 Q. I'm going to show you that which was
2 marked as Union Exhibit 2. I'm giving you my
3 copy. So, hopefully, I get this right.

4 In the middle of the document, there is
5 some reference to some positions being filled by
6 the company. Do you see that?

7 A. Are you referring to the third bold dot
8 under the first one, the additional 22?

9 Q. Yes. And I think there's an 18 also.

10 A. Yes.

11 Q. Tell us what the 18 and 22 were, just so
12 we're all on the same page.

13 A. At that time, we were using what was known
14 as spec temps; and we had agreed to hire those
15 existing people into one of the -- into a CSA-III
16 position.

17 Q. Okay. And what was the 22?

18 A. Hire 22 new employees that would begin as
19 a CSA-I.

20 Q. And did the company make that agreement
21 with the union to do that?

22 A. Yes, we did.

23 Q. And did the company fulfill its obligation
24 with respect to the -- to start with the spec
25 temps becoming CSA-Is? Did that happen?

1 A. One correction, spec temps becoming
2 CSA-IIIs.

3 Q. I apologize.

4 A. Yes.

5 Q. Okay. And did that result in there being
6 more bargaining unit employees for Local 1600?

7 THE ARBITRATOR: If you know.

8 BY MR. LEBOWICH:

9 Q. If you know.

10 A. I don't know.

11 Q. That's fine. With respect to the 22
12 people, did the company fulfill its obligation
13 with respect to hiring those 22 people?

14 A. Yes, we did.

15 Q. Okay. Were there any other -- other than
16 those obligations that are set forth in that
17 letter, did the company make any other obligations
18 as part of its negotiations with Exhibit P to hire
19 any other additional staff?

20 A. We did not.

21 Q. Did the company, at any point in time, as
22 part of these negotiations for Exhibit P, make any
23 commitment whatsoever to assure that the
24 bargaining unit did not -- in customer care -- did
25 not get reduced by attrition?

1 A. No.

2 Q. And did the company make any commitment of
3 any kind to fill any future vacancies beyond what
4 might have been set forth in Union Exhibit 2 and
5 those bullets that we were just referring to?

6 A. No, sir.

7 MR. LEBOWICH: Nothing further.

8 * * *

9 CROSS-EXAMINATION

10 BY MR. BLOOM:

11 Q. In Union Exhibit 2, the only thing for
12 hiring of 18 spec temps in the full-time position
13 of CSA-III and the 22 new employees that you
14 reference, there's more on this document than
15 that; right?

16 A. I'm not sure I understand your question.

17 Q. There's more on this page than you were
18 asked about?

19 A. There's more words on here, yes.

20 MR. BLOOM: That's it. I don't have any
21 further questions.

22 * * *

23 REDIRECT EXAMINATION

24 BY MR. LEBOWICH:

25 Q. Just so we're clear, since the question

1 was raised, did the company fulfill all of its
2 obligations -- to your knowledge, did the company
3 fulfill all of its obligations with respect to
4 Exhibit P?

5 A. Yes.

6 Q. Okay. Thank you.

7 THE ARBITRATOR: Anything further?

8 MR. BLOOM: No. Thank you.

9 (The witness was excused.)

10 MR. LEBOWICH: I call Chris, but actually
11 I do want Tim to be here for that.

12 (Pause in proceedings.)

13 * * *

14 CHRIS GRAHAM,
15 having been duly sworn or affirmed, was examined
16 and testified as follows:

17 * * *

18 THE ARBITRATOR: State your name and your
19 position.

20 THE WITNESS: Chris Graham, director of
21 customer service operations with PPL EU.

22 * * *

23 DIRECT EXAMINATION

24 BY MR. LEBOWICH:

25 Q. Hello.

1 A. Hello.

2 Q. We're very close. I'm not used to that.

3 Chris, why don't you tell us who you are
4 and what you do at PPL?

5 A. I'm the director of customer service
6 operations for customer service. My areas of
7 responsibility are vendor management, workforce
8 management, care budgets, reporting and analytics,
9 IT, customer service liaison.

10 Q. Okay. How long have you held that
11 position?

12 A. About a year and a half.

13 Q. Okay. When did you start with PPL?

14 A. March 30, 2015.

15 Q. Okay. Is that how long you've held the
16 position?

17 A. That position here, yes.

18 Q. And tell us what your department is
19 responsible for.

20 A. Well, as I mentioned, vendor management,
21 workforce management. So vendor management is
22 dealing with the vendors, setting up these
23 contracts, working with them.

24 Workforce management is really looking at
25 the call arrival patterns, determining the

1 staffing needed to support their customers. The
2 care budget is --

3 THE ARBITRATOR: The budget for all of
4 that?

5 THE WITNESS: Within customer service.

6 THE ARBITRATOR: Right.

7 THE WITNESS: Reporting and analytics, I
8 have an analytics team that's trying to kind of
9 look at areas of opportunity within the company,
10 within customer service; and then financial, I
11 mentioned that.

12 BY MR. LEBOWICH:

13 Q. As far as customer service goes, I mean,
14 it's obvious; but tell us what the customer folks
15 do.

16 A. It's to support our customers, handle
17 those interactions, be it over the phone, through
18 e-mail, through the Web, deal with the IVR, any of
19 the different routings, being able to support our
20 customers.

21 Q. In the call centers?

22 A. Yes.

23 Q. Okay. And where are your PPL call centers
24 located?

25 A. We have two centers; one here in

1 Allentown, a second one in Scranton.

2 Q. Okay. And are those staffed by bargaining
3 unit -- Local 1600 bargaining unit employees?

4 A. Yes.

5 Q. Generally what roles do they have?

6 A. They're the CSA roles handling inbound
7 calls.

8 Q. What hours do they work?

9 A. Monday through Friday, 8:00 to 5:00.

10 Q. And when do -- there was some reference to
11 Customer Service Rep-Shift. Have you heard that
12 phrase before?

13 A. Not really because it's not something that
14 I deal with.

15 Q. Do they work at the two call centers?

16 A. No.

17 THE ARBITRATOR: The Shift?

18 MR. LEBOWICH: The Shift.

19 BY MR. LEBOWICH:

20 Q. When you arrived in March of 2015, April
21 of 2015, did PPL use contractors of any kind to
22 perform what is bargaining unit work at the two
23 call centers?

24 A. Yes. We had two vendors.

25 Q. What vendors were those?

1 A. One was PPL Solutions. The other one was
2 NCO.

3 Q. Okay. If it differs between the two, let
4 me know; but what -- generally, what work did
5 those two contractors perform when you arrived?

6 A. Pretty much credit and collections is the
7 primary call type.

8 THE ARBITRATOR: Credit?

9 THE WITNESS: Credit and collections.
10 Call types that account for anywhere from 30 to
11 50 percent of our volume. We use them to support
12 seasonal highs.

13 BY MR. LEBOWICH:

14 Q. What kind of seasonal highs?

15 A. During April 1 through, basically, the end
16 of November, we have what we call cut season. We
17 see seasonally high more calls. So as we now can
18 go out and cut --

19 THE ARBITRATOR: Cutting service?

20 THE WITNESS: -- cutting service for
21 nonpayment, we see an increase in calls specific
22 to collections.

23 So when we look at our monthly average, we
24 have about a 30 percent swing from highs during
25 cut season to lows in the off season.

1 BY MR. LEBOWICH:

2 Q. Does that result in you using contractors
3 more during those time periods?

4 A. Yes.

5 Q. And do the contractors have any role with
6 respect to providing assistance to address
7 absences in the bargaining unit?

8 A. Yes.

9 Q. What role do they play?

10 A. We currently have 10 percent absenteeism
11 within our internal agents. That's typical on a
12 monthly as well as an annual basis, and we've
13 experienced that at least for the last two years.

14 Q. So what role would the contractors play?

15 A. Help fill in the gaps to be able to
16 provide appropriate staffing to answer calls.

17 Q. And is that something that happened --
18 again, that was in existence in March of '15 when
19 you arrived?

20 A. Yes. It's -- on a monthly basis, you can
21 pretty much count on a 10 percent absenteeism.

22 Q. Okay. And with respect to the -- again,
23 I'm still with the contractors that you had in
24 March of '15 and then until iQor. What hours did
25 those contracting employees work?

1 A. NCO supported us Monday through Friday,
2 8:00 to 5:00. PPL Solutions during cut season was
3 8:00 to 6:00, Monday through Friday.

4 Q. And PPL Solutions was only during cut
5 season, or is that just that you expanded?

6 A. No. We expanded the hours from 5:00 to
7 6:00 for collections because, again, that's our
8 highest call types; and during cut season, that's
9 when we see the increase in call volume.

10 Q. Now, is NCO still a contractor for PPL?

11 A. No.

12 Q. What happened that led to NCO no longer
13 being your contractor?

14 A. In August, the account manager came out to
15 do a site visit.

16 Q. August of what year?

17 A. August of '15. Basically asking about how
18 it was going with NCO, and I told him the
19 challenges we had with Mondays; and his answer was
20 everybody experiences challenges on Mondays.

21 THE ARBITRATOR: This was an NCO person
22 you are talking to?

23 THE WITNESS: Yes. So the account manager
24 for NCO came out basically --

25 THE ARBITRATOR: He was no help?

1 THE WITNESS: He was no help.

2 So after that, I contacted supply chain
3 and asked when can we terminate their contract and
4 look for another vendor.

5 BY MR. LEBOWICH:

6 Q. Okay. And did you, in fact, look for
7 another vendor?

8 A. Yes.

9 Q. Okay. And tell us what you were looking
10 for in another vendor.

11 A. At the time, we were only operating Monday
12 through Friday, 8:00 to 5:00; and we've brought in
13 a director of customer experience. One of the
14 things that we're looking to do is increase or
15 improve the customer experience, and you can't
16 really do that if you're only operating between
17 Monday through Friday, 8:00 to 5:00.

18 My example is a grocery store. If a
19 grocery store is only open Monday through Friday,
20 8:00 to 5:00, you're not going to take time off
21 from work to go get food.

22 So you need to be available when the
23 customers want to interact with you. The thing
24 that we looked at was our people calling. With
25 the analysis, 85 percent of our customers were

1 calling during core business hours, but we wanted
2 to expand that into outside of those core hours.
3 So that was what we looked for in a vendor,
4 somebody who would --

5 THE ARBITRATOR: Core business is 8:00 to
6 5:00?

7 THE WITNESS: 8:00 to 5:00.

8 THE ARBITRATOR: So you were looking for
9 expansion beyond that?

10 THE WITNESS: Yes, expanded to ultimately
11 24/7 coverage.

12 BY MR. LEBOWICH:

13 Q. You looked for somebody who could do that?

14 A. Yes.

15 Q. Did you find somebody?

16 A. Yes.

17 Q. Okay. Who was that?

18 A. IQor was the company that we selected.

19 Q. And what has already been put into
20 evidence -- let me just check the number. Union
21 put in a copy of the iQor contract, Union
22 Exhibit 14. I'll show that to you. Is that, in
23 fact, the iQor contract?

24 A. Yes.

25 Q. Okay. And with respect to the work to be

1 performed by iQor, can you summarize for us what
2 they would be doing for you?

3 A. iQor was going to take inbound calls
4 specific to all call types; essentially credit,
5 collections, billing, start-stop, essentially
6 everything that we needed coverage, as well as
7 outbound. It was a new campaign that we were
8 looking to launch.

9 THE ARBITRATOR: That's everything?

10 THE WITNESS: Yes.

11 THE ARBITRATOR: Inbound and outbound?

12 THE WITNESS: Yes.

13 BY MR. LEBOWICH:

14 Q. I'm going to show you -- again, I'm
15 looking at Union Exhibit 14. This was shown in
16 earlier testimony, Exhibit A.

17 Does this accurately reflect, at least in
18 general terms, the work that iQor would be doing?

19 A. Yes.

20 THE ARBITRATOR: That's what?

21 MR. LEBOWICH: Exhibit A of Union
22 Exhibit 14.

23 BY MR. LEBOWICH:

24 Q. Now, are you familiar with the different
25 levels of customer service agents that are set

1 forth in the collective bargaining agreement?

2 A. Yes. The progression line?

3 Q. Yes. And let me show you what's part of
4 Joint Exhibit 1 in Exhibit P. This is page 129 of
5 the full-size printed version. I think it's the
6 last page, but I want to double-check. It's the
7 last page of the whole contract, actually; but
8 it's the last page of Exhibit P. Do you recognize
9 that?

10 A. Yes.

11 Q. Are you familiar with that?

12 A. Yes.

13 Q. Is that a description of what duties are
14 performed at different levels of the progression
15 line?

16 A. Yes.

17 THE ARBITRATOR: This is the table; right?

18 MR. LEBOWICH: The table, yes.

19 BY MR. LEBOWICH:

20 Q. Is that cumulative?

21 A. Yes. So everything that a CSA-I can do, a
22 II can do that, plus whatever is on the next line
23 and so on. So a CSA-III should be able to handle
24 everything that a CSA-I, plus a II can do.

25 Q. Okay. The work to be performed by iQor

1 contracting employees/individuals, what level of
2 work would it fall into in this progression line?

3 A. Probably somewhere between a CSA-III and a
4 CSR.

5 Q. Why do you say between?

6 A. To give us some flexibility. What we were
7 looking for is to be able to handle all
8 interaction types.

9 Q. So you're saying that they could do some,
10 but not all of the CSR work? Is that -- that they
11 could definitely do all the CSA-III work?

12 A. I think there's some things that we would
13 probably want to keep them to be able to do.

14 Q. Okay. Now, did you, in fact, select a
15 contractor? We sort of skipped over that.

16 A. Right. I selected iQor.

17 Q. And you informed the union of that?

18 A. Yes.

19 Q. Let me show you what the union marked as
20 Union Exhibit 16. Do you recognize that document?

21 A. Yes.

22 Q. Whose signature is at the -- whose name
23 and signature is at the bottom?

24 A. Chris Graham, and that's me.

25 Q. That's your signature?

1 A. Yes.

2 Q. So that's a contractor notification form
3 that you provided to the union?

4 A. Yes.

5 Q. So let's talk about why you checked off
6 the various things that you checked off.

7 A. Okay.

8 Q. First, with respect to -- let's do peak
9 work first, and then we'll go back. Why did you
10 put peak work as -- the contractor iQor doing peak
11 work?

12 A. Because we have a seasonal influx because
13 of the cut season. So, again, April through
14 November, we see a higher than normal call volume
15 because of that work. Outside of that time frame,
16 we see a lower -- again, it's about a 20 percent
17 swing from highs and lows, or a 30 percent swing.

18 Q. Okay. And was that any different than
19 what NCO was doing?

20 A. No.

21 Q. IQor was simply replacing --

22 A. Yes.

23 Q. -- NCO with respect to that?

24 A. Yes.

25 Q. Let's make sure I finish the question so

1 the court reporter can get it all down.

2 Okay. Let's go to emergency. It says
3 time constraints, but I think you checked off:
4 Contractor required to work during emergency.

5 A. Yes.

6 Q. Okay. What was the purpose of that?

7 A. Disaster recovery and redundancy. So one
8 of the challenges that we have is we have two
9 internal centers that sit about an hour and 15
10 minutes away that are in the same weather system.

11 So we needed to have a system or a center
12 outside of that weather system to be able to
13 handle disaster recovery and emergency work.

14 Q. Is that something you had before you
15 contracted with iQor?

16 A. No.

17 Q. It was a new thing that was important to
18 the company?

19 A. Yes.

20 THE ARBITRATOR: You've only been here
21 since 2014?

22 THE WITNESS: Yeah, about a year and a
23 half.

24 THE ARBITRATOR: Do you know of this ever
25 occurring, this redundancy problem?

1 THE WITNESS: What I would say is, I have
2 15 years of experience in contact centers. The
3 last company I worked for was Time Warner Cable.
4 I was in charge of the commercial business piece.
5 I created redundancy across --

6 THE ARBITRATOR: Was that the issue,
7 weather regions?

8 THE WITNESS: We experienced -- yes. In
9 order to be able to ensure that we continued to
10 keep the lights on, we need to be able to provide
11 staffing, regardless of what's going on.

12 THE ARBITRATOR: You're saying because of
13 that experience, you wanted it here also?

14 THE WITNESS: Yes.

15 BY MR. LEBOWICH:

16 Q. Okay. That was something that
17 specifically you brought to the table?

18 A. Yes.

19 Q. Now, let's talk about skills/license not
20 available within PPL. Tell me why you checked
21 that box?

22 A. Essentially we were going to expand the
23 hours of support beyond kind of the core business
24 hours and handle all call types or all
25 interactions.

1 Q. At that time, when you're contracting, was
2 your current staff fully employed doing work from
3 8:00 to 5:00?

4 A. Yes.

5 Q. Did you have any excess people to move to
6 other shifts?

7 A. No.

8 Q. And if you did move the people, just
9 hypothetically, would that have been on straight
10 time or would you have had to pay overtime?

11 A. It would have been on overtime.

12 Q. Is that something that would have been
13 sustainable on an extended basis?

14 A. No.

15 Q. Now, let's go back to -- you also checked
16 off that the use of contractor will reduce the
17 cost of work?

18 A. Yes.

19 Q. And let's just start with Union
20 Exhibit 14. Are you familiar with that chart
21 there that's on Exhibit B?

22 A. Yes.

23 Q. It says payment schedule?

24 A. For pricing, yes, for each of the agents.

25 Q. And can you just explain to us what the

1 cost of agents were for iQor?

2 A. So under description, it has three
3 categories. Essentially, it's tiered pricing. So
4 if you use one to 45 FTEs, it's going to cost
5 22.50. If you use 45 to 75, it reduces your price
6 by a dollar; and if you're over 75 FTEs, the price
7 comes down to \$20.

8 Then we have bilingual, back office work,
9 emergency, QA analyst, AVP, which they call as
10 their supervisor and then a price for training.

11 Q. QA analyst, is that bargaining unit work?

12 A. No.

13 Q. AVP, is that bargaining unit work?

14 A. No. That's a supervisor.

15 Q. Are all the others union work?

16 A. Yes.

17 Q. Okay. Now, prior to entering into this
18 agreement with iQor, did you analyze whether, in
19 fact, the use of a contractor would reduce the
20 cost of work?

21 A. Yes.

22 Q. Okay. How did you do at that?

23 A. I started by looking at the average price
24 for the job classifications CSR, CSA-I, II, III,
25 what the monthly cost was of those agents. So

1 their hourly rate, plus their benefits and then
2 also the cost of supervision.

3 Q. Why did you include the cost of
4 supervision?

5 A. Because I can't bring on agents without
6 having them being supervised.

7 Q. What's the typical supervisor-to-employee
8 ratio?

9 A. I would say industry standard is probably
10 around 14 to one.

11 MR. LEBOWICH: I'll ask this be marked.

12 (Company Exhibit 1, Cost comparison, was
13 marked for identification.)

14 BY MR. LEBOWICH:

15 Q. Do you recognize that?

16 A. Yes.

17 Q. What is it?

18 A. It's that comparison. So, again, it's
19 looking at the monthly cost of each of these agent
20 classifications. So CSR, CSA-I, II, III, as well
21 as a supervisor.

22 For this example, I used 30 full-time
23 employees and then used three agents -- three
24 supervisors to be able to support that and then
25 did a cost breakout of each of these groups and

1 then compared it against a vendor price of \$29 an
2 hour.

3 Q. So that's the top?

4 A. Yes. That's the top one. The second one
5 is the same comparison, but using a vendor price
6 of \$22 an hour.

7 Q. So it's a little -- I know you sort of
8 multiplied it by 30. I actually think it's a
9 little easier if we just look at the first column,
10 which has an average dollar per CSR. There's a
11 number that's 9,000. Is that a per person number?

12 A. Yes.

13 Q. On what basis?

14 A. On a monthly basis.

15 Q. Okay. How many hours of work were you
16 using to make that estimate?

17 A. On a monthly basis, I used an average of
18 173.3. So it's 2,080 hours divided by 12.

19 Q. And what went into the average dollar per
20 CSA? How did you calculate that?

21 A. This I asked from a financial analyst to
22 be able to pull the information to look at the
23 averages for these employees. For these job
24 classifications, she used their wages, as well as
25 a benefit multiplier, which is tax and benefits,

1 as well as -- gosh, what was the other one -- oh,
2 an unproductive loader.

3 Q. What do you mean unproductive loader?

4 A. It's vacation, unscheduled time off, those
5 types of things.

6 Q. Things that are paid but not worked?

7 A. Yes, exactly.

8 Q. And do I -- if I'm reading this
9 correctly -- well, actually, strike that.

10 This says vendor partner hourly rate?

11 A. Yes.

12 Q. So that was your estimate -- your check,
13 sort of, level as to what it would look?

14 A. At the time, PPL Solutions was charging us
15 \$29 an hour.

16 Q. What was the average dollar per CSA at \$29
17 an hour?

18 A. What was the average CSA?

19 Q. Yes, the average dollar per subcontracted
20 employee.

21 A. We were paying \$29 prior to the contract.

22 Q. Forget that. What did that come out to be
23 on a monthly basis?

24 A. \$5,027 a month.

25 Q. And that's the number right below 29?

1 A. Yes.

2 Q. And is that number lower than all the
3 other average monthly rates?

4 A. Yes.

5 Q. For every piece of the bargaining unit?

6 A. Yes.

7 Q. I hate to ask you to do the obvious math;
8 but, also, if you compared it to \$22 an hour to
9 \$29 an hour, is that lower than all of the rates
10 for the bargaining units?

11 A. Yes.

12 Q. What is iQor's actual average rate?

13 A. At the time, I think it was \$29 an hour
14 calculated against PPL Solutions. Twenty-two
15 dollars was what I was estimating I could probably
16 get in the negotiation as a blended rate from
17 iQor. This gave me the range to see what is
18 acceptable.

19 Q. And would anything between 22 and \$29 an
20 hour as a blended rate have been acceptable?

21 A. Yes. It would have been a savings.

22 Q. It would have been a savings?

23 A. Yes.

24 Q. So did you, in fact, achieve those savings
25 that you anticipated?

1 A. Yes.

2 Q. Earlier today, we marked -- the Union
3 marked invoices from iQor as Exhibit 15. Those
4 are, in fact, the invoices; is that correct?

5 A. That's correct.

6 Q. Okay. Who has the pleasure of receiving
7 those invoices?

8 A. I get them.

9 Q. You approve them to be paid?

10 A. Yes.

11 Q. Okay. And are they, in fact, the invoices
12 that you received and the accurate costs?

13 A. Yes.

14 Q. Okay. In preparation for the hearing
15 today, after the union requested these invoices,
16 did you do anything to confirm that the cost of
17 contracting was, in fact, more economical?

18 A. Yes.

19 Q. What did you do?

20 A. I started by looking at each of the
21 invoices and built a spreadsheet looking at each
22 line item, the billable hours, as well as the rate
23 that we're paying.

24 I categorized them under the locations of
25 Bethlehem, as well as Florida, under training,

1 productivity, any of the different line items.

2 So, like, the first one on the first
3 invoice is training hours. So this was actually
4 Bethlehem's training hours. The second one was
5 Bethlehem agent collection's training hours; and
6 so in the spreadsheet, it goes month by month, row
7 by row, looking at what the costs are for this.
8 It's a straight line comparison.

9 Q. Okay. Let me show you what we'll mark as
10 Employer Exhibit 2.

11 (Company Exhibit 2, Spreadsheet of
12 invoices, was marked for identification.)

13 BY MR. LEBOWICH:

14 Q. Do you recognize that?

15 A. Yes.

16 Q. What is it?

17 A. It's all the invoices on a single
18 spreadsheet. So, again, October, November,
19 December, every month, each of the line items.

20 So, like, on the first one, October,
21 Bethlehem training carried over to October, it
22 gives the volume of 1566 hours. So these are the
23 billable hours for the training at a rate of \$19
24 an hour to come up with a total of \$29,754. I did
25 this with each invoice.

1 Q. Okay. And what is this on this right-hand
2 side that says circuit hardware?

3 A. On the far end, the circuit hardware is to
4 move these agents onto our switch. So it was one
5 of the problems that we had with NCO.

6 THE ARBITRATOR: Onto your switch?

7 THE WITNESS: Onto our switch, our ACDs,
8 onto our phone switch.

9 So it gives us control over the reporting,
10 the visibility, the ability to skill and see
11 things realtime.

12 So this is a one-time cost to move people
13 onto our switch. So there's a circuit hardware
14 cost, and then there's two circuits at each of the
15 sites for redundancy.

16 BY MR. LEBOWICH:

17 Q. Did you allocate that cost?

18 A. Yes.

19 Q. How did you do that?

20 A. Well, the total of the hardware, plus the
21 circuits at each of the locations, added up to
22 \$88,450. The contract is over a three-year
23 period.

24 So if I look at that over a three-year
25 period, it works out to about \$13 an hour. The

1 average number of agents that we anticipate with
2 this contract should put us up around like 75
3 agents. So that adds an additional 18 cents per
4 hour to those agents. So I applied that cost over
5 the --

6 Q. You spread the fixed cost?

7 A. Spread the fixed cost over that three-year
8 life of the contract.

9 Q. And did you then compare that to what it
10 would cost for the bargaining unit?

11 A. Yes.

12 Q. The bargaining unit directly and their
13 supervision?

14 A. Yes.

15 Q. Where is that?

16 A. The next row down. So we have --

17 THE ARBITRATOR: The next row?

18 THE WITNESS: Below the second --

19 THE ARBITRATOR: Where are you pointing
20 to?

21 THE WITNESS: It's down here (indicating).

22 BY MR. LEBOWICH:

23 Q. Between the two lines?

24 A. Yes. So I took the exact billable hours
25 that iQor charged us, applied it against CSA-IIIs,

1 the rate that we were charged in '15, as well as
2 what we were charged in '16 when that changed as
3 of May this year.

4 I then applied the benefit multiplier.
5 Then looked at the billable productive hours and
6 applied the shift differential to that because
7 these agents are working outside of core business
8 hours and would be eligible for a shift
9 differential.

10 Then I looked at the number of billable
11 hours that iQor charged us for overtime and then
12 applied a 1.5 multiplier against the hourly rate
13 to come up with a total of how much it would cost
14 for the agents in-house if we were to do that.

15 THE ARBITRATOR: And the 1.5 multiple is?

16 THE WITNESS: Is for overtime.

17 THE ARBITRATOR: I understand. So on one,
18 you had a difference of 729,000?

19 THE WITNESS: Yes, from October to July,
20 \$729,590.

21 THE ARBITRATOR: Then the bottom is the
22 supervisors?

23 THE WITNESS: Yes. So this -- what I
24 wanted to do is add in the cost of supervision
25 because I can't bring on the agents without any

1 supervision.

2 So I compared the hourly rate that the
3 vendor is charging us against all our in-house
4 kind of hourly rate for a supervisor and then
5 applied that against the number of hours. So that
6 works out to another \$454,923. So combined it's
7 well over a million dollar savings.

8 MR. LEBOWICH: Can we have a couple of
9 minutes?

10 THE ARBITRATOR: So you're saying on a
11 \$3 million contract, you believed you saved a
12 million dollars?

13 THE WITNESS: Yes.

14 THE ARBITRATOR: That would have been four
15 million?

16 THE WITNESS: It would have been four --

17 THE ARBITRATOR: Three million with iQor?
18 You're saying if you did it with your own people,
19 it would have been four million?

20 THE WITNESS: Yes.

21 (A brief recess was taken.)

22 THE ARBITRATOR: Okay. We're going to
23 begin again. Do you still have some more
24 questions?

25 MR. LEBOWICH: Yes.

1 BY MR. LEBOWICH:

2 Q. Mr. Graham, just before we leave, I just
3 want to make sure we're all clear about a couple
4 of things.

5 Union Exhibit 15 has totals for each
6 invoice; correct?

7 A. Yes.

8 Q. Does that include just for the bargaining
9 unit work or is there more to it than that?

10 A. There's probably more included in this. I
11 didn't calculate the total amounts. If I look at
12 the calculations -- so, like, the first month is
13 probably not a good example because it only shows
14 training hours; but if I look at the following
15 invoice, it shows \$99,404, which is the same
16 number that they use on the second line item.
17 However, this one includes supervision. So, like,
18 Beth AVP, that's a supervisor.

19 THE ARBITRATOR: You're looking at a
20 document that iQor created; correct?

21 THE WITNESS: Yes. These are their
22 invoices.

23 So the last two line items, Bethlehem AVP,
24 that's their supervisor. Florida AVP, that's
25 their supervisor. Bethlehem QA, that's our

1 quality assessment program. That's not work
2 that's handled by the bargaining unit. So if I go
3 off of just that one, I would say your numbers are
4 wrong.

5 BY MR. LEBOWICH:

6 Q. For the bargaining unit?

7 A. For the bargaining unit.

8 Q. That's the total invoice that you were
9 charged?

10 A. That's correct.

11 Q. And assuming that the math is added
12 correctly of 2.8 million and your total of
13 2.2 million, that was only for the bargaining
14 unit; correct?

15 A. Bargaining unit work.

16 Q. Okay.

17 THE ARBITRATOR: Okay. So you would
18 explain the difference that way?

19 THE WITNESS: Yes.

20 BY MR. LEBOWICH:

21 Q. And the supervision costs are down below?

22 A. Yes.

23 Q. That is included in the invoice as well?

24 A. Correct.

25 Q. With respect to what has been marked as

1 Company Exhibit 2, does that -- the costing of the
2 bargaining unit, right, tell me again how you did
3 that.

4 A. So you start with the CSA-III because I
5 believe that's the work that I initially needed
6 them to do to be able to support all interaction
7 call types.

8 So I used the CSA-III as the starting
9 point. I used the hourly rate to start with,
10 which was the 20.59. Then I carried that through
11 April, and then in May switched it to when it
12 would increase to 21.15.

13 Then I applied the benefit multiplier and
14 then, again, followed the same pattern with the
15 shift differential because these shifts are
16 outside of core business hours. They would
17 require shift differential. Then overtime, I
18 applied, again, the overtime to the billable
19 hours, specific overtime.

20 Q. With respect to the shift differential,
21 you just used a contractual shift differential; is
22 that correct?

23 A. Yes.

24 Q. You didn't use overtime for all of those
25 hours?

1 A. No. Within the contract, we have overtime
2 where we can pay at, like, two times for, like,
3 Sundays and so forth. I didn't include that at
4 all.

5 Q. And with respect -- now, when you did your
6 original analysis, you had mentioned the wages,
7 the benefit loader and also nonproductive time.

8 Did you use nonproductive time in this
9 analysis?

10 A. No.

11 Q. So that would be in addition -- that would
12 be an additional savings?

13 A. Yes.

14 Q. Okay. Other than nonproductive time that
15 you did not count for, is there anything else --
16 any other additional costs that you would have had
17 to expend if you did this work yourself?

18 A. We'd have to keep the buildings open.

19 Q. Okay. And you accounted for the
20 supervision?

21 A. Yes.

22 Q. Okay. And at any point in the time that
23 you began with PPL in the current position, have
24 any customer care agents or customer service
25 representatives been laid off by the company?

1 A. No.

2 MR. LEBOWICH: Nothing further.

3 * * *

4 CROSS-EXAMINATION

5 BY MR. BLOOM:

6 Q. Looking at Exhibit No. 15, the invoices,
7 it says in October of 2015, there was \$29,754
8 charged for training, 1,566 hours; is that right?

9 A. Yes.

10 Q. That's what it was?

11 A. Yes.

12 Q. Did PPL have to spend 1,566 hours training
13 the bargaining unit employees to do customer
14 service work?

15 A. This would represent the total billable
16 hours for the agents. All we do is train -- have
17 one trainer provide that training. So it's only
18 one trainer.

19 Q. What I'm talking about --

20 THE ARBITRATOR: He's saying in the
21 bargaining unit, you wouldn't have to train the
22 ones that were already working; but you'd have to
23 train the new ones, I guess; right?

24 THE WITNESS: Yes. Any new employee we
25 would have to train.

1 BY MR. BLOOM:

2 Q. All right. But did you do that training?
3 Because you're using current employees in this?

4 A. Yes. You would have to do -- to launch a
5 program, you have to use your own trainers.

6 Q. What I'm asking you is: Did you have to
7 do 1,566 hours of training to the current
8 bargaining unit employees who were employed in
9 Scranton and Lehigh? Just that question. That's
10 the only question.

11 A. No.

12 Q. Okay.

13 THE ARBITRATOR: They were already
14 working; correct?

15 MR. BLOOM: Yes.

16 BY MR. BLOOM:

17 Q. There were numerous of these other
18 invoices. I'll ask you about training. That was
19 a large part of -- it speaks for itself.

20 That was a large part of what you paid
21 over this first nine months that are in these
22 invoices; is that correct?

23 A. Yes.

24 Q. All right. Supervisor costs were still
25 paid by PPL regardless of whether they're

1 bargaining unit; right?

2 THE ARBITRATOR: Regardless of what?

3 BY MR. BLOOM:

4 Q. Whether it was bargaining unit people
5 doing it, PP&L still had to pay for the
6 supervisors; right?

7 A. Pay for our own supervisors?

8 Q. Yes.

9 A. We paid for our own supervisors.

10 Q. No, no. You still had to pay the costs
11 for these supervisors that iQor billed you for?
12 There still was a cost to PPL?

13 A. Yes.

14 THE ARBITRATOR: Were these supervisors
15 iQor or were they --

16 THE WITNESS: Yes.

17 THE ARBITRATOR: iQor individuals?

18 THE WITNESS: Yes.

19 THE ARBITRATOR: They were employed by
20 iQor?

21 THE WITNESS: iQor.

22 THE ARBITRATOR: So iQor is simply
23 transferring their cost to you?

24 THE WITNESS: Yes.

25 THE ARBITRATOR: Since you were using

1 them?

2 THE WITNESS: Yes.

3 THE ARBITRATOR: Fine.

4 BY MR. BLOOM:

5 Q. Now, you had testified you had years of
6 experience in training and management, managing
7 large numbers of employees; right?

8 A. Yes.

9 Q. And it's not quite so simple as an
10 employee that gets paid a wage and benefit
11 package, let's say, for example, that \$35 an hour
12 is more expensive than an employee who gets paid
13 \$25 an hour. It's not that simple.

14 There are other things you have to take
15 into consideration in determining whether the work
16 is a better value overall. Would you agree with
17 that?

18 A. It's a better value?

19 Q. Yes.

20 THE ARBITRATOR: He's saying the quality
21 of work that you're getting out of the in-house
22 employee versus the contractor employee.

23 THE WITNESS: I would say based on my
24 experience, that's not always a true statement.
25 Is quality considered?

1 BY MR. BLOOM:

2 Q. That's something that you have to consider
3 in the value of whether you're getting the most
4 value for your --

5 MR. LEBOWICH: I'm going to object to the
6 ambiguous and vague view of value. The question
7 isn't about whether the company values -- the
8 question is whether it's cheaper.

9 THE ARBITRATOR: We know that this witness
10 made a value judgment on the two contractors and
11 got rid of one and then got another one. So we
12 know that he was doing that. Are you asking him
13 did he see value differences?

14 MR. BLOOM: No.

15 THE ARBITRATOR: You're not asking him
16 that?

17 MR. BLOOM: No.

18 THE ARBITRATOR: You're asking him if
19 he'll agree generally that --

20 MR. BLOOM: What I'm asking him is --

21 BY MR. BLOOM:

22 Q. You would disagree with me that to
23 determine whether something is more economical
24 overall, just the wage and benefit versus wage and
25 benefit package is not the only consideration?

1 A. I would agree with that.

2 Q. Okay. And where in Company Exhibit 2 do
3 you take into account the many, many more years
4 experience of the current employees working at
5 Scranton and Lehigh versus the new employees
6 working for iQor down in Florida?

7 MR. LEBOWICH: Objection. Assumes that's
8 one of the elements that should be taken into
9 consideration.

10 MR. BLOOM: He can answer the question.

11 THE COURT: If you can answer the
12 question, you can answer it. If he has an answer,
13 he can give it to me. If he doesn't, he can say
14 that. Restate your question.

15 BY MR. BLOOM:

16 Q. In Company Exhibit 2, did you take
17 productivity anywhere into account in this, in
18 Company Exhibit 2, in your calculations?

19 A. Productivity? Yes.

20 Q. You took it into account where in the
21 document?

22 A. That's what determines the number of
23 staff that I would need. Productivity is a
24 function of how many head count I need. That's
25 productivity.

1 THE ARBITRATOR: Based on your work level?

2 THE WITNESS: Yes.

3 BY MR. BLOOM:

4 Q. Would you agree with me that an
5 employee -- generally speaking, an employee that's
6 done a job for, let's say, 10 to 20 years is able
7 to do more work in less time than an employee
8 that's done the work for four months, generally?
9 I know there's exceptions, but generally?

10 A. I would say in my experience, no.

11 Q. In your experience, brand-new employees
12 are more productive than --

13 A. Not brand-new employees.

14 Q. Employees of four months are more
15 productive and get more actual work done for the
16 company than an employees who are there for 10 to
17 20 years?

18 A. In my experience, I've seen the opposite.

19 Q. That's a general rule for you?

20 THE ARBITRATOR: In your experience,
21 you've seen the opposite?

22 THE WITNESS: Typically, what I've seen is
23 a three-year threshold. Three years, you're at
24 your most productive state. After that, you tend
25 to be less productive within the context and based

1 on my years of experience.

2 THE ARBITRATOR: And your years of
3 experience have been at Time Warner, which was
4 cable?

5 THE WITNESS: Cable, as well as Comcast.

6 THE ARBITRATOR: Which requires monthly
7 payments and you need credit people calling?

8 THE WITNESS: They handle billing calls.
9 They handle repair calls, yeah.

10 BY MR. BLOOM:

11 Q. I asked you about four months, not three
12 years. The contract is over in three years;
13 right? Maybe you might -- you might have a new
14 contract? You might not?

15 A. Right.

16 Q. So I'm asking you about an employee that's
17 been there for four months that's hired at this
18 much lower pay scale in Florida.

19 A. I can't answer that as to say yes or no.

20 Q. All right. But you would agree with me
21 that you didn't take any -- you compared employee
22 versus employee or contractor versus bargaining
23 unit employee on this, one person for one person?

24 THE ARBITRATOR: You seem to be asking in
25 an area that may be somewhat intangible. I think

1 I understand what you're saying. You're saying
2 here we have a company where people work 40 years.

3 MR. BLOOM: Right.

4 THE ARBITRATOR: And he may have been
5 working at a company that may have had no unions
6 and may have had people working four or five
7 years, and then they move on. So, yes, I
8 understand you're saying there are cultural
9 differences that you might expect more loyalty
10 from a 40-year company than a five-year
11 transitional company. I understand that.

12 MR. BLOOM: Right.

13 THE ARBITRATOR: But it's kind of hard to
14 prove.

15 MR. BLOOM: Well, I'm trying to prove the
16 negative, that he didn't take it into
17 consideration in his calculation. That's all I'm
18 trying to prove.

19 MR. LEBOWICH: The math is the math.

20 MR. BLOOM: I'm trying to get him to admit
21 that he did not take that into account one way or
22 the other, and he won't answer the question.

23 THE ARBITRATOR: He's saying that he's
24 basing it on the numbers that he knew in dealing
25 with people that do this type of work and that in

1 his experience, he's found that he can get
2 productive contractors. Is that essentially
3 what --

4 THE WITNESS: Yeah. This comparison is if
5 I were to bring people in-house versus that of
6 doing a contractor. I'm still going to have to do
7 all the same training.

8 THE ARBITRATOR: Because they would be
9 new --

10 THE WITNESS: They're all new employees.

11 THE ARBITRATOR: Understood.

12 THE WITNESS: So you're --

13 THE ARBITRATOR: You didn't have enough --
14 you didn't have enough human bodies to do what you
15 did with the contractor at that moment?

16 THE WITNESS: Yes.

17 BY MR. BLOOM:

18 Q. Would you agree with me that it is harder
19 to retain employees that are paid significantly
20 less and have lesser benefits?

21 MR. LEBOWICH: Objection to relevance.

22 MR. BLOOM: Do you want me to explain the
23 relevance?

24 THE ARBITRATOR: You can make the argument
25 in your brief. I mean, someone making less money

1 is going to want to go to a job making more.

2 MR. BLOOM: When they get good enough,
3 they move on. Then they have to train new people.
4 The turnover is more. So the productivity isn't
5 as much.

6 THE ARBITRATOR: Understood.

7 BY MR. BLOOM:

8 Q. I believe you said if you did it with your
9 own people, you estimate it would cost four
10 million. Did you say that?

11 THE ARBITRATOR: I asked him if the
12 difference was a million, and he said yes. I said
13 looking at where the union calculated around three
14 million and looking at your numbers, it looks like
15 you believe you saved a million --

16 THE WITNESS: Yes.

17 THE ARBITRATOR: -- by going your route
18 and he said yes.

19 MR. BLOOM: Where does it say a million?
20 I'm sorry. I don't see it.

21 THE ARBITRATOR: I took the two numbers,
22 the one where he had the supervisors on the
23 legal-sized sheet.

24 MR. BLOOM: I see.

25 THE ARBITRATOR: You take the 729,000 and

1 the 454,000 and you're up over a million.

2 MR. BLOOM: Okay.

3 BY MR. BLOOM:

4 Q. Now, you were not here when Exhibit P was
5 agreed to and negotiated?

6 A. Correct.

7 Q. So would you agree that in October of
8 2015, or leading up to October of 2015, you had
9 analyzed the call arrival patterns and you
10 determined that there were more staffing needs to
11 handle the customer service work for PPL.

12 Without regard to whether it was contract
13 or bargaining unit employees, you needed more
14 staffing?

15 A. Based on future plans, yes.

16 MR. MUFFLEY: Are you saying the level of
17 work? What he testified to was that he believed
18 they were covering 85 percent; and the company
19 wanted to cover, basically, 100 percent.

20 MR. BLOOM: I was asking him whether he
21 agreed -- that he came to the conclusion either
22 immediately before or around October of 2015 that
23 he needed to increase staffing needs, without
24 regard to whether it was going to be a contractor
25 or a bargaining unit, just that he needed more

1 staffing needs.

2 THE WITNESS: Yes.

3 BY MR. BLOOM:

4 Q. Okay. You said that the peak work started
5 in April; correct?

6 A. Yes.

7 Q. But you entered into -- the agreement with
8 iQor started in -- during October?

9 A. Yes.

10 Q. And the peak work was, did you say,
11 20 percent more? You said 20 and then 30.

12 A. The 30-percent swing -- if you look at the
13 monthly average, there's a 30 percent swing from
14 highs and lows. So when you get to the month of
15 April, we're about 150 percent of our monthly
16 average, where like at December, we're about
17 75 percent.

18 Q. And the contract that you agreed to with
19 iQor was to go year-round with the staffing;
20 correct?

21 A. Yes.

22 Q. 365 days a year?

23 A. To provide 24/7, 365, yes.

24 Q. It wasn't just for April through November?

25 A. Correct.

1 Q. And how many times since you've worked for
2 the company has it been that both Lehigh and
3 Scranton customer call centers were unable to
4 accept phone calls because of any kind of natural
5 disaster, losing power or any other reason?

6 THE ARBITRATOR: In his two years?

7 BY MR. BLOOM:

8 Q. In your two years of working there.

9 A. Repeat the question one more time.

10 Q. Were the Lehigh or Scranton customer call
11 centers ever shut down that you needed to have
12 them duplicated somewhere else because both of
13 them were shut down, or either of them?

14 A. We've had storm events where we've used
15 the contractors during their normal scheduled
16 shifts to be able to provide support.

17 Q. That wasn't the question.

18 THE ARBITRATOR: He's saying where both
19 Scranton and Allen were down.

20 THE WITNESS: No.

21 BY MR. BLOOM:

22 Q. Has it happened that either of them have
23 been down?

24 A. Not yet.

25 Q. Are you aware of any time in PPL's history

1 that both Scranton and Lehigh customer call
2 centers were down together simultaneously?

3 A. Yes.

4 Q. When was that?

5 A. I can't remember the time, but the whole
6 phone was crippled for several hours.

7 Q. Was it before your time?

8 A. No.

9 Q. It was during your time?

10 A. It's been since I've been here.

11 Q. So the phone system went down for a few
12 hours?

13 A. Yes.

14 Q. That happened once?

15 A. Probably more than once. I can think of
16 at least two times.

17 Q. Okay.

18 MR. LEBOWICH: That is a different
19 question.

20 BY MR. BLOOM:

21 Q. Has it ever been down -- have the
22 contractors ever had their phone system go down?

23 A. Yes, because we're on the same switch.

24 Q. So they went out as well?

25 A. Yes.

1 Q. Do you happen to know what the employees
2 are paid at iQor?

3 A. Yes.

4 Q. Can you tell me what the range is, the
5 hourly rate?

6 A. Eleven dollars. Then they get
7 stair-stepped up when they learn more skill sets.

8 Q. Do you know what they step up to?

9 A. I think it's a quarter for each level.

10 Q. So they get up to maybe 11.75 an hour?

11 A. I know we have six levels. They have the
12 opportunity to advance into QA programs, as well
13 as supervisor and other performance opportunities.

14 Q. But doing the customer call work, the same
15 work the bargaining unit does, the most they can
16 get for an hourly wage is 12.50 an hour?

17 THE ARBITRATOR: That would be 25 cents
18 six times.

19 THE WITNESS: I don't determine what they
20 pay their agents. I know what they start at, and
21 I know what they progress at when we add layers,
22 but I don't remember what their max is.

23 BY MR. BLOOM:

24 Q. Do you know if they get healthcare
25 benefits?

1 A. I believe so.

2 MR. LEBOWICH: Relevance? They get paid
3 less. We can stipulate to that.

4 THE ARBITRATOR: Do you know whether they
5 get healthcare benefits?

6 THE WITNESS: I don't know with a hundred
7 percent certainty.

8 BY MR. BLOOM:

9 Q. Between \$11 and \$12.50 an hour, do you
10 believe that the attrition rate for doing customer
11 service call work is lower than what the
12 bargaining unit employees get paid at PPL?

13 THE ARBITRATOR: Well --

14 MR. BLOOM: I mean, I think it's obvious.

15 THE ARBITRATOR: You can certainly make an
16 argument and I can take certain arbitrable notice
17 that somebody making twice or three times that
18 amount is going to stay where someone who is not
19 is not. That's fine.

20 MR. LEBOWICH: We wouldn't dispute that.

21 BY MR. BLOOM:

22 Q. You would agree with me that the skills
23 that are used by the iQor staff members are not
24 superior to the skills that are held by the PPL
25 bargaining unit employees? In other words, they

1 don't have higher skills? That's all I'm asking.

2 A. They don't have higher skills.

3 MR. BLOOM: Okay. Do you mind if we take
4 a quick caucus?

5 THE ARBITRATOR: Sure.

6 (A brief recess was taken.)

7 THE ARBITRATOR: Okay.

8 MR. BLOOM: I have a few more questions.

9 BY MR. BLOOM:

10 Q. As long as you've been working for PPL,
11 how many CSA-IIs have been promoted to become
12 CSA-IIIs?

13 A. None.

14 Q. Do you have some of those CSA-IIs that are
15 performing at a satisfactory level?

16 A. To be honest, I don't know. I don't deal
17 with the internal agents.

18 Q. And so if you were going to bring in new
19 employees, just like iQor brought in new people,
20 to be trained, they would start out as CSA-I?

21 THE ARBITRATOR: Isn't that correct?

22 BY MR. BLOOM:

23 Q. Is that right?

24 A. Would they start out at CSA-I?

25 Q. With the training at PPL?

1 A. They would put them in as a CSA-I.

2 Q. And they would be hired as a CSA-I?

3 A. Yes.

4 Q. They would be paid as a CSA-I?

5 A. Yes.

6 Q. And then after six months, they would be a
7 CSA-II?

8 A. Yes.

9 Q. But you assumed, looking at person to
10 person, that they would be CSA-III in Company
11 Exhibit 2, didn't you?

12 A. I compared it to the work that I needed
13 them to do.

14 Q. All right. So you're saying that iQor are
15 doing CSA-III -- the iQor staff are doing CSA-III?
16 Is that what you're testifying to?

17 A. That's what we trained them for in the
18 first three classes.

19 Q. Do you know what the turnover has been
20 there, one way or the other?

21 A. It's been high.

22 Q. At iQor?

23 A. Yes.

24 Q. You would agree with me that these
25 positions, both whether you're doing it at iQor or

1 PPL, are quite stressful, dealing with customers
2 calling in constantly all day?

3 A. Any contact center, I would agree with
4 that.

5 MR. BLOOM: No further questions.

6 MR. LEBOWICH: Just give us a second.

7 (Pause in proceedings.)

8 * * *

9 REDIRECT EXAMINATION

10 BY MR. LEBOWICH:

11 Q. Mr. Graham, just to pick up on a point
12 that you were just asked, you compared to the
13 CSA-III; correct?

14 A. Yes.

15 Q. And that's because that was the work that
16 all customer service agents engaged by iQor you
17 needed them to be able to do?

18 A. Yes.

19 Q. Despite that, in anticipation of this
20 case, did you have an opportunity to evaluate the
21 economics if people were valued as CSA-Is, IIs and
22 IIIs?

23 A. Yes.

24 (Company Exhibit 3, Three-year staffing
25 plan, was marked for identification.)

1 (Discussion held off the record.)

2 BY MR. LEBOWICH:

3 Q. I'll show you what's been marked as
4 Company Exhibit 3. Tell us what this is.

5 A. This is a three-year staffing plan,
6 looking at bringing people in as a CSA-I, moving
7 them to -- covering them in training, moving them
8 to productive, followed by moving them to a
9 CSA-II, training and then moving them to
10 productive, and then ultimately moving them to a
11 CSA-III, training and then productive.

12 So the first part, I used an attrition
13 rate of five percent per month for a CSA-I. The
14 second for CSA-II, I used a three percent
15 attrition a month. CSA-III, I used a two percent
16 attrition a month.

17 Again, the number of training classes I
18 would need, move them into production after they
19 completed the training; and this is over a
20 three-year period.

21 So where it says one, two, three, four,
22 five, six, seven, eight, nine, ten, eleven,
23 twelve, that's year one. Thirteen through 24 is
24 year two, and so forth.

25 So then I applied the hourly rates of a

1 CSA-I, CSA-II, CSA-III against either the training
2 or productive hours for each of them, applied the
3 benefit multiplier, added in the shift
4 differential, came up with a fully loaded price
5 and then compared that against the prices that we
6 were paying at iQor.

7 So they charged us \$19 an hour for
8 training. They charged us -- I raised it to the
9 highest of \$25 for productive. Over the course of
10 the first three years -- over the three-year
11 period in-house, it would cost us \$15 million.
12 In-house, it would cost us 12.4 million.

13 Q. In-house or outside?

14 A. With the vendor. So in-house cost us
15 \$15 million to do this, following the same exact
16 staffing plan. With the vendor, it would cost us
17 12.4 million. So the variance is, essentially, a
18 \$2.7 million savings.

19 I said, all right, let's assume that we
20 have a higher attrition rate with the vendor. So
21 the next tier down is being more aggressive with
22 our attrition.

23 So CSA-Is, I assumed a 10 percent
24 attrition every month. CSA-IIIs, I assumed
25 five percent attrition a month; and CSA-IIIs, I

1 assumed a two percent attrition a month. I
2 followed this out again --

3 THE ARBITRATOR: You're actually saying
4 attrition. You have some real numbers on
5 attrition; right?

6 THE WITNESS: Yes.

7 THE ARBITRATOR: And what are they?

8 THE WITNESS: We're averaging about
9 15 percent.

10 THE ARBITRATOR: A month?

11 THE WITNESS: Yes.

12 MR. BLOOM: Forgive me. I mean, attrition
13 at the higher positions or at the lower positions?

14 THE ARBITRATOR: At iQor.

15 MR. BLOOM: Oh, were you talking about
16 iQor?

17 THE ARBITRATOR: I'm just talking about
18 iQor.

19 MR. BLOOM: I didn't understand.

20 THE ARBITRATOR: He was saying he upped
21 the attrition rate for iQor. I just said: You
22 have real numbers. What are they?

23 MR. BLOOM: Okay. Thank you. I'm sorry.

24 THE WITNESS: So, again, I used the same
25 pricing for training, as well as productivity.

1 When I carried that out, it actually lowers the
2 price if that's \$11.9 million and the savings is
3 over three million.

4 The reason for that is you can continue to
5 bring people in at a lower cost. It actually
6 lowers your cost over the life of that contract.

7 THE ARBITRATOR: But your differential is
8 down -- oh, it's up to three --

9 THE WITNESS: Three million.

10 THE ARBITRATOR: 3.2, roughly.

11 THE WITNESS: I also carried out a
12 sup-to-agent ratio of 14-to-one, using a
13 supervisor cost of \$25, what the vendor charges
14 us, as well as in-house. I didn't include the
15 benefit multiplier on this one, and used 38.65.
16 That's an additional half a million dollars.

17 Q. So that doesn't include benefits?

18 A. That's correct.

19 Q. None of this includes nonproductive time?

20 A. Correct.

21 MR. LEBOWICH: We have nothing further.

22 * * *

23 RECROSS-EXAMINATION

24 BY MR. BLOOM:

25 Q. I don't understand Company Exhibit 3.

1 Where is the in-house versus the iQor? The CSA-I,
2 II, III, is that iQor?

3 A. CSA-I, II and III is in-house on the top
4 chart. So where it says year one, that is the
5 hourly rate. Year two is the hourly rate based on
6 the contract. Year three, because it's not in
7 there, I just applied the same percentage
8 increase, compared to one and two, to give me a
9 year three price.

10 Q. IQor --

11 THE ARBITRATOR: The upper half where it
12 says vendor, that's iQor?

13 THE WITNESS: Yes.

14 THE ARBITRATOR: Do you see the two
15 yellow --

16 MR. BLOOM: Yes. Can I quickly let my
17 people look at this?

18 THE ARBITRATOR: Yes.

19 (A brief recess was taken.)

20 THE ARBITRATOR: All right. We'll pick it
21 up with the union.

22 MR. BLOOM: No further questions.

23 MR. LEBOWICH: Can we talk?

24 THE ARBITRATOR: Sure.

25 (A brief recess was taken.)

1 THE ARBITRATOR: Do you want to enter a
2 stipulation?

3 (Discussion held off the record.)

4 THE ARBITRATOR: The company is putting in
5 Exhibit -- what is it?

6 MR. LEBOWICH: Company 4.

7 (Company Exhibit 4, PPL EU Benefits
8 Budget, was marked for identification.)

9 THE ARBITRATOR: Do you want to offer that
10 with the agreement --

11 MR. BLOOM: The union doesn't object to
12 Company Exhibit No. 4. However, we would like
13 to --

14 THE ARBITRATOR: With the understanding
15 that --

16 MR. BLOOM: -- with the understanding that
17 new hires and new employees do not get the
18 retirement defined benefit plan, nor do they get
19 post retirement medical and life, which are two at
20 the top.

21 THE ARBITRATOR: And the company
22 acknowledges that they do not get that. They get
23 something, but it's less than that?

24 MR. LEBOWICH: That's correct.

25 THE ARBITRATOR: Okay. Is that accurate?

1 MR. BLOOM: When you say the company gets
2 something --

3 THE ARBITRATOR: You're saying there's a
4 401(k)?

5 MR. LEBOWICH: There's a DC plan.

6 MR. GRAHAM: Defined contribution.

7 THE ARBITRATOR: Is that the bottom number
8 on that under the defined savings plan, that
9 7,000, 7,350, 7,718?

10 MR. LEBOWICH: I believe that's correct,
11 but I'd have to check and confirm that. If you
12 want, we can go off the record and confirm if you
13 think it's important. I mean, the fact -- this is
14 argument, but what we do is we spread the cost
15 over everybody. That's how we do it. Otherwise,
16 people's costs would be higher.

17 THE ARBITRATOR: You're both going to
18 submit briefs, I assume, 30 days after receipt of
19 the transcript. You can both contact each other
20 with regard to what this is. If there's an issue,
21 let me know. If not, simply agree to it and make
22 reference to in your brief. Okay?

23 MR. BLOOM: Okay.

24 MR. LEBOWICH: Okay. All right. That's
25 fine.

1 THE ARBITRATOR: Anything else as far as
2 testimony?

3 MR. LEBOWICH: We rest on our affirmative
4 case.

5 MR. BLOOM: We need to caucus again.

6 (A brief recess was taken.)

7 THE ARBITRATOR: Okay. Where are we?

8 MR. BLOOM: Union rests.

9 THE ARBITRATOR: Okay. You remain rested?

10 MR. LEBOWICH: Yes.

11 THE ARBITRATOR: All right. Briefing
12 schedules? 30 days after receipt of the
13 transcript?

14 MR. LEBOWICH: Yes. We'll just confirm a
15 specific date once we get it.

16 THE ARBITRATOR: That would help AAA.
17 Also, you're going to agree regarding that issue
18 about that last exhibit?

19 MR. LEBOWICH: Yes.

20 MR. BLOOM: Yes.

21 THE ARBITRATOR: If there's any issue,
22 you'll let me know?

23 MR. LEBOWICH: Yes.

24 MR. BLOOM: Yes.

25 THE ARBITRATOR: All right. That

1 concludes the hearing.

2 (The hearing was concluded at 3:49 p.m.)

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C E R T I F I C A T E

I do hereby certify that I am a
Notary Public in good standing, that the
aforesaid proceedings were taken before me; that
said proceedings were correctly recorded in
machine shorthand by me and thereafter transcribed
under my supervision with computer-aided
transcription; that the transcript is a true and
correct record of the proceedings; and that I am
neither of counsel, nor kin to any party in said
action, nor interested in the outcome thereof.

WITNESS my hand and official seal this
7th day of October, 2016.



Notary Public

&	11.75 137:10	116:2	2005 38:13
& 2:11	11.9 145:2	1600 1:4,9 2:15,18	2008 75:17
0	11/12/15 79:11	5:8 7:3,6 9:6	2010 9:16 10:15
01-16-000-3483	11/18/2015 8:22	10:17 20:9 21:11	38:21 39:8 40:3
1:8	11/5/15 79:8	21:13 27:20 37:11	2012 5:14,16 10:22
01-16-0000-3483	113 6:15	37:17,20,21,23	13:20 15:5 19:14
7:6	12 5:22 14:9 44:6	43:18,23 75:5,11	43:4 44:5,6 53:8
035 1:9 7:6	58:21,22 76:22	75:14 89:6 94:3	54:6,11,16 56:2
1	109:18	163 55:9 72:9,23	2013 72:20
1 4:19 5:5 6:14	12.4 143:12,17	173.3. 109:18	2014 9:14 72:20
7:19,22 11:2 17:4	12.50 137:16 138:9	18 42:13 56:3,20	75:12,16 104:21
22:22 23:8,11	12/30/15 79:14	69:10,12,15 88:9	2015 15:1,7 18:24
25:19 39:1,2	12/8 73:14	88:11 90:12 115:3	25:10 29:8,20
40:14 47:14 48:6	122 4:13	18031 1:17	30:2 58:2,8,14
56:2 66:4 83:5	127 11:1	18106 1:24	61:14 63:13 72:15
95:15 101:4	129 11:1 101:4	19 113:23 143:7	72:17 73:21 76:23
108:12	12:40 84:19	19403 2:3	86:8 92:14 94:20
1,566 122:8,12	12:41 84:22	1978 76:9	94:21 122:7 133:8
123:7	13 5:23 59:20,21	1:54 84:23	133:8,22
1.5 116:12,15	73:11 114:25	2	2016 1:12 5:17
1/1/2012 5:19	14 1:12 6:5 45:6	2 4:21 5:7 6:15	19:6 55:3,8,14
55:19 56:20	47:5 61:4,5,11	7:25 8:1,20 22:15	56:3,21 58:2,10
10 5:18 18:10,13	73:14 99:22	23:7 35:13 41:3,4	63:14 151:15
23:4 24:19 38:11	100:15,22 106:20	41:8 43:25 68:21	205 13:20 53:14
45:6 55:17,18	108:10 145:12	76:17 88:2 90:4	54:7 72:9,22
61:14,22 70:7,11	141 4:14 6:16	90:11 113:10,11	21 42:24
70:12,21,23 73:2	145 4:14	120:1 127:2,16,18	21.15. 120:12
96:10,21 128:6,16	147 6:17	140:11	212 2:8 13:23 15:4
143:23	148 58:11 73:21	2,080 109:18	24:23 54:20
10/15 74:1,6	15 6:8 63:2,3	2.2 119:13	22 10:20 12:19
10/21/15 6:10	96:18,24 97:17	2.7 143:18	42:21 69:15 88:8
64:19	104:9 105:2 112:3	2.8 119:12	88:11,17,18 89:11
100 133:19	116:1 118:5 122:6	20 12:18 42:24	89:13 90:13 109:6
10036-8299 2:8	143:11,15 144:9	47:9,17 103:16	111:8,19
108 6:14	150 134:15	107:7 128:6,17	22.50. 107:5
10:00 1:19 60:13	15219 2:13	134:11,11	24 16:3,9 17:23
11 5:20 52:19	156 15:2 18:25	20.59. 120:10	19:23 29:22 30:3
57:18,19 73:19	24:23 58:9 73:21	200 1:24	35:23 142:23
138:9	1566 113:22	2000 86:8	24/7 62:2 65:10
	16 6:9 64:17,18	2002 75:17,17	99:11 134:23
	73:22 102:20		

2417 2:2 25 125:13 137:17 143:9 145:13 27 39:8 28 10:15 288-6000 2:14 29 109:1 110:15,16 110:21,25 111:9 111:13,19 29,754 113:24 122:7	37 4:4 38.65. 145:15 39 5:5 3:49 150:2	106:3	83 4:8 85 4:10 98:25 133:18 88,450 114:22 8:00 28:8 29:10 30:5 32:13 70:15 94:9 97:2,3 98:12 98:17,20 99:5,7 106:3
		6	
		6 5:12 51:11,12 6/5/12 5:10 48:15 60 12:14 33:6 61 6:5 610 1:25 63 6:8 64 6:9 66 4:4 6:00 97:3,7	
3	4 4 5:10 6:17 40:1 48:14,15 147:6,7 147:12 40 130:2,10 401 148:4 41 5:7 412 2:14 42 85:18 43 5:8 434-8588 1:25 45 107:4,5 454,000 133:1 454,923 117:6 48 5:10 484 2:3 49 5:11 4949 1:24	7	9 5:17 55:1,2 62:18 72:7 9,000 109:11 9/10/15 6:7 61:7 90 4:10,11 91 4:13 38:7 919-4031 2:3 95 38:13 96 38:13 969-3217 2:8 99,404 118:15
		8	
		7 4:19 5:14 53:7 53:12 72:7 7,000 148:9 7,350 148:9 7,718 148:9 7/15 74:1,6 7/2015 5:21 57:20 70 33:6 729,000 116:18 132:25 729,590 116:20 74 4:7 75 107:5,6 115:2 134:17 765,000 35:8 7736 1:16 78 4:7 7:00 60:13 71:2 7th 151:15	
3	5 5 5:11 16:16 17:5 20:12 23:10 25:18 49:24,25 51:20 5,027 110:24 5/11/16 5:13 51:13 50 95:11 51 5:12 53 5:14 54 5:15 55 5:17,18 57 5:20 58 5:22 59 5:23 5:00 28:8 29:11 30:5 32:14 70:15 70:25 94:9 97:2,6 98:12,17,20 99:6,7	9	a a.m. 1:19 28:8 29:10 70:15 71:2 aaa 7:5 149:16 ability 22:11 114:10 able 33:13 93:19 96:15 101:23 102:7,13 104:12 105:9,10 108:24 109:22 120:6 128:6 135:16 141:17 absence 38:8 75:20 76:3 absences 96:7 absent 32:19 absenteeism 96:10 96:21
		10	
		3 4:22 5:8 6:16 8:5 8:6,19,21 15:25 22:19,21 35:11 43:14,17,19 45:21 69:24 71:19 72:16 83:7 117:11 141:24 142:4 145:25 3.2 145:10 3.75 19:12 3/16 74:9 3/2016 5:21 57:21 3/23 73:21 3/28/12 5:7 41:4 30 10:22 44:5 92:14 95:10,24 103:17 108:22 109:8 134:11,12 134:13 148:18 149:12 310 2:13 312,017 19:13 3204 2:12 34 71:6,15 35 125:11 365 16:2,8 17:23 19:23 29:22 62:2 134:22,23	

absolutely 14:16 22:17 33:5 accept 135:4 acceptable 111:18 111:20 accepted 39:11 accomplished 12:12 account 95:10 97:14,23 127:3,17 127:20 130:21 accounted 121:19 accurate 39:6 43:22 50:3 51:16 58:2 63:6 64:8 112:12 147:25 accurately 100:17 acids 114:7 achieve 111:24 acknowledge 82:3 acknowledges 147:22 acknowledging 82:19 acronyms 11:19 action 151:12 active 78:2 actual 17:13 35:3 47:13 111:12 128:15 add 19:1 30:9 116:24 137:21 added 23:18 51:7 114:21 119:11 143:3 adding 32:17,18 addition 42:20 121:11 additional 9:23 10:20 29:10 30:5 30:24 42:21 88:8	89:19 115:3 121:12,16 145:16 additionally 20:6 address 21:10 22:1 23:15 96:6 addressed 25:5,6 adds 115:3 adjustment 22:24 admit 130:20 admitted 40:18 admittedly 27:9 adrienne 1:16 advance 137:12 affirmative 149:3 affirmed 37:6 74:24 85:3 91:15 aforesaid 151:5 afternoon 85:15 agent 27:25 28:4 108:19 113:5 145:12 agents 21:20 29:10 31:12 96:11 100:25 106:24 107:1,25 108:5,23 114:4 115:1,3,4 116:7,14,25 121:24 122:16 137:20 139:17 141:16 aggressive 143:21 aggrieved 22:25 agis 25:20 ago 61:1 agree 7:15 11:16 44:18 45:13 64:5 83:24 125:16 126:19 127:1 128:4 129:20 131:18 133:7 138:22 140:24	141:3 148:21 149:17 agreed 10:4,17 13:8,10,16 14:24 19:3 20:21 79:24 88:14 133:5,21 134:18 agreeing 17:14 agreement 4:20 5:8 6:6 7:17,23 10:23,24,25 11:24 11:25 12:5,15,17 12:19 13:19,22,25 14:9,10 17:4 21:17 22:19 23:1 30:16 36:7 42:18 43:2,7,17,23,24 44:1,3,23 45:14,20 46:16,25 47:2,13 57:6,8 61:6,12 67:3 72:3 78:11 82:18 83:8 86:21 87:3,22 88:20 101:1 107:18 134:7 147:10 ahead 42:23 51:8 aided 151:8 al 1:10 7:7 allegation 31:4 allen 135:19 allentown 1:24 94:1 allocate 114:17 allocating 34:18 allowed 36:6 alternative 21:25 25:12,13 26:12 alternatively 16:15 20:6 ambiguous 126:6	american 1:1 amount 16:22 30:25 138:18 amounts 118:11 analysis 34:4 35:24 98:25 121:6 121:9 analyst 107:9,11 109:21 analytics 92:8 93:7,8 analyze 107:18 analyzed 35:2 133:9 annual 96:12 answer 21:21 80:17 81:14 96:16 97:19 127:10,11 127:12,12 129:19 130:22 anticipate 115:1 anticipated 111:25 anticipation 141:19 anybody 59:13 77:18 81:20 apologize 89:3 appearances 2:5 3:1 appears 41:9 appendices 83:11 applicable 23:21 30:18 78:1 80:12 82:3,19 applied 115:4,25 116:4,6,12 117:5 120:13,18 142:25 143:2 146:7 approached 9:17 38:20 40:3
---	---	--	---

appropriate 96:16 approve 21:14 112:9 approximately 9:13,16 10:15 13:19,23 15:2,4 38:11,21 39:7 42:24 61:22 86:6 april 10:22 44:5,6 94:20 95:15 103:13 120:11 134:5,15,24 arbitrable 138:16 arbitration 1:1,3 7:3 arbitrator 2:1 7:2 7:19 8:8,12,21,25 9:3 11:7 14:4 20:10,23 21:1,5,7 21:8 23:21 25:20 26:4 27:10 28:10 28:13 29:4,7 36:4 36:12,20 37:1,8,12 40:17 41:11,15,20 42:1 43:19 44:18 45:24 46:5,8,15 49:2,7,12 50:19 51:8 52:7,16 53:16,24 54:21 55:22 60:13 62:5 62:9,20 63:21 64:3,9,24 65:20 66:12,15,22 67:19 67:25 69:7,14,24 70:10 71:14,17,23 74:14,18 75:2,18 75:22 76:1,6 77:16 78:25 80:4 80:18,24 81:3,11 82:5,10 83:17 84:1,3,8,12,15,19	84:24 85:6,11 89:7 91:7,18 93:3 93:6 94:17 95:8 95:19 97:21,25 99:5,8 100:9,11,20 101:17 104:20,24 105:6,12 114:6 115:17,19 116:15 116:17,21 117:10 117:14,17,22 118:19 119:17 122:20 123:13 124:2,14,17,19,22 124:25 125:3,20 126:9,15,18 128:1 128:20 129:2,6,24 130:4,13,23 131:8 131:11,13,24 132:6,11,17,21,25 135:6,18 137:17 138:4,13,15 139:5 139:7,21 144:3,7 144:10,14,17,20 145:7,10 146:11 146:14,18,20,24 147:1,4,9,14,21,25 148:3,7,17 149:1,7 149:9,11,16,21,25 arbitrators 21:15 21:16 25:17 36:8 area 28:19,20 129:25 areas 17:2 92:6 93:9 argue 24:5 77:19 arguing 83:14 argument 21:25 22:5 24:2,3,8 25:16 32:21,21 49:8 82:12 131:24 138:16 148:14	arguments 25:11 25:14 26:11 arrival 92:25 133:9 arrived 53:23 94:20 95:5 96:19 article 16:16 17:5 20:11 22:18,19,21 23:1,8,9,11,24 25:18,19 77:25 78:5,6,9,9 80:25 82:23,24 83:7,8,18 articles 83:15 articulate 23:24 aside 22:8 asked 34:24 69:15 80:18 90:18 98:3 109:21 129:11 132:11 141:12 asking 8:9 81:12 97:17 123:6 126:12,15,18,20 129:16,24 133:20 139:1 asserted 52:18 assessment 119:1 assistance 96:6 assistant 48:5,6,7 48:9 56:10,15,21 56:22 73:10,11 assistants 46:17 associates 2:11 association 1:1 assume 143:19 148:18 assumed 140:9 143:23,24 144:1 assumes 127:7 assuming 119:11 assure 89:23	atlantic 1:23 attached 5:7 41:5 attachment 5:11 5:13 50:1 51:13 attachments 50:6 attempt 21:10 32:24 attempts 12:15 attention 18:5 attrition 24:22 72:22,23 74:7 89:25 138:10 142:12,15,16 143:20,22,24,25 144:1,4,5,12,21 attritioning 78:18 attritted 19:8 august 39:8 97:14 97:16,17 authority 21:19 31:16 automatic 14:8,11 14:19 57:5 available 17:10 30:20 98:22 105:20 average 33:18 34:14,17 95:23 107:23 109:10,17 109:19 110:16,18 110:19 111:3,12 115:1 134:13,16 averages 109:23 averaging 144:8 avp 107:9,13 118:18,23,24 aware 82:21 87:21 135:25
---	--	---	---

b	125:23 128:1,25 133:15 146:5	bethlehem's 113:4	75:9 76:7 77:21
b 22:21 37:11 48:6 62:16,17 83:7 106:21	basically 15:16 16:10 19:17 29:12 43:25 60:9 95:15 97:17,24 133:19	better 29:21 48:8 48:9 125:16,18	78:24 83:1,4,21 84:6,10,14,18 90:10,20 91:8 122:5 123:1,15,16 124:3 125:4 126:1 126:14,17,20,21 127:10,15 128:3 129:10 130:3,12 130:15,20 131:17 131:22 132:2,7,19 132:24 133:2,3,20 134:3 135:7,21 136:20 137:23 138:8,14,21 139:3 139:8,9,22 141:5 144:12,15,19,23 145:24 146:16,22 147:11,16 148:1 148:23 149:5,8,20 149:24
back 21:24 23:5 50:14 51:4 62:16 62:17 65:10 84:21 87:17 103:9 106:15 107:8	basing 130:24	beyond 90:3 99:9 105:23	
backfilled 15:18	basis 33:19,21 96:12,20 106:13 109:13,14,17 110:23	biever 2:20 37:2 37:10	
background 27:18 49:11 50:25	bassem 3:5	big 68:4	
bargain 15:17	becoming 45:17 88:25 89:1	billable 112:22 113:23 115:24 116:5,10 120:18 122:15	
bargaining 4:19 7:16,22 10:3,5,25 13:18 14:14,15 15:15 16:1,7,13 17:3,8,11,17,22 18:7,13,24 19:15 21:17 22:19 27:21 28:6 29:4 30:15 35:4 36:7 39:25 47:2,13 56:14,16 59:8,12 65:15 67:2,14 72:8 74:10 78:11,20 82:18 86:21 87:3 89:6,24 94:2,3,22 96:7 101:1 107:11 107:13 111:5,10 115:10,12 118:8 119:2,6,7,13,15 120:2 122:13,21 123:8 124:1,4 129:22 133:13,25 137:15 138:12,25	began 58:13 121:23	billed 124:11	
	beiver 4:3 37:5	billing 21:22 26:22 100:5 129:8	
	believe 19:2 24:22 28:3 30:14 35:6 36:5 48:4 50:5 62:25 70:7 71:12 72:1,2,18 120:5 132:8,15 138:1,10 148:10	bit 30:7 48:25	
	believed 117:11 133:17	blatantly 16:10	
	benefit 109:25 116:4 120:13 121:7 125:10 126:24,25 143:3 145:15 147:18	blended 111:16,20	
	benefits 6:17 20:18 34:17 108:1 109:25 131:20 137:25 138:5 145:17 147:7	block 83:16 84:4	
based 10:14 13:5 16:4 17:1 19:10 23:2 53:21,22 54:4 56:18 57:2 58:5 68:15 87:21	best 35:16 68:21	blocks 60:7,8	
	beth 118:18	bloom 2:11,12,14 4:4,8,10,13,14 7:11,16,24 8:4,13 9:2,5,5 11:11 14:6 36:14,22 37:2,15 39:4 40:13,22 41:6,16 42:2 43:21 44:21 46:12 48:17 49:3,10,15 50:2,21 51:9,15 52:12,18,20 53:10 53:18,20 54:2,3,13 54:22,24 55:5,10 55:15,16,21 57:13 57:16,22 58:19,24 59:23 60:15 61:9 62:8,12,14,21 63:5 63:23 64:5,11,21 65:3,19 66:18 67:17,22 74:19,21	bloomlawyers.c... 2:14
	bethlehem 112:25 113:5,21 118:23 118:25		blunt 33:15
			bodies 131:14
			bold 88:7
			book 11:5
			bottom 47:4 56:16 60:8 102:23 116:21 148:7
			box 77:25 78:3,4 81:1 105:21
			brand 128:11,13
			break 65:24 84:16 84:20
			breakout 108:25
			breinigsville 1:17
			brief 16:19 36:18 36:25 65:4 74:15 84:11,13 117:21 131:25 139:6

146:19,25 148:22 149:6 briefing 149:11 briefly 79:1 briefs 71:24 148:18 bring 108:5 116:25 131:5 139:18 145:5 bringing 18:18 29:17 142:6 broad 21:11 28:6 broken 59:6 brooks 2:23 brought 8:14 18:5 19:4,20 98:12 105:17 139:19 budget 6:17 93:2,3 147:8 budgets 92:8 building 2:12 35:21 buildings 121:18 built 112:21 bullet 39:22 47:8 67:8 68:4,13 69:2 bullets 68:5 90:5 burden 16:21 business 2:20,21 9:8 37:11,24,24 38:14 75:21 85:9 85:22,24 99:1,5 105:4,23 116:7 120:16 bypassed 79:25	calculate 109:20 118:11 calculated 111:14 132:13 calculation 53:22 63:17 130:17 calculations 35:14 35:17 118:12 127:18 call 11:22 19:20 25:12 27:1,19,22 29:10 31:17 32:16 35:19 37:2 74:21 86:10 91:10 92:25 93:21,23 94:15,23 95:7,10,16 97:8,9 100:4 103:14 105:24 107:9 120:7 133:9 135:3 135:10 136:1 137:14 138:11 called 10:7,11 12:6 15:13 18:9 27:5,6 43:7 calling 98:24 99:1 129:7 141:2 calls 5:22 18:17,19 28:7,21 58:22 59:7,7,11 60:18,21 94:7 95:17,21 96:16 100:3 129:8 129:9 135:4 campaign 100:7 capabilities 65:12 capable 33:2 care 2:22,23 3:5,6 21:20 26:21 27:23 27:25 28:16,17,24 31:12 33:3 54:1,5 72:9 85:23,25 87:23 89:24 92:8	93:2 121:24 carried 113:21 120:10 145:1,11 case 1:8 9:7 10:10 21:20 23:25 24:7 25:20 26:20 32:3 34:23 36:16 49:17 53:17 73:17 75:5 76:16 78:19 79:16 141:20 149:4 cases 26:1 cash 38:4 categories 107:3 categorized 112:24 caucus 36:24 65:21 84:11 139:4 149:5 cba 16:17,18 cease 20:12 31:16 center 27:1 32:16 46:18 66:21 104:11 141:3 centers 11:14 27:19,22 35:19 41:14 56:1 86:10 93:21,23,25 94:15 94:23 104:9 105:2 135:3,11 136:2 cents 115:3 137:17 certain 52:5 138:16 certainly 138:15 certainty 138:7 certify 151:3 cetera 20:18 35:22 chain 98:2 challenges 97:19 97:20 104:8 change 39:16	changed 29:17,18 116:2 changes 38:22 changing 45:16 charge 105:4 charged 115:25 116:1,2,11 119:9 122:8 143:7,8 charges 145:13 charging 110:14 117:3 chart 106:20 146:4 charts 50:22 cheaper 33:16 48:8,10 126:8 check 64:9 99:20 101:6 110:12 148:11 checked 32:10 103:5,6 104:3 105:20 106:15 chris 3:4 4:12 8:22 30:10 31:7 91:10 91:14,20 92:3 102:24 circuit 114:2,3,13 circuits 114:14,21 circumvent 20:14 circumvented 16:12 claim 18:2,3 51:5 clarification 80:3 classes 140:18 142:17 classification 48:11 70:22 classifications 27:24,24 40:8 107:24 108:20 109:24
c			
c 2:19 4:6 74:23 151:1,1 cable 105:3 129:4 129:5			

clause 23:11,12 25:22,22 clear 26:1 27:18 33:8 67:13 90:25 118:3 clearly 21:17 23:23 24:24 32:12 36:5 clerk 11:25 38:5 46:18 close 92:2 closing 16:19 coal 9:12 collection 21:22 26:22 46:17 48:5 collection's 113:5 collections 95:6,9 95:22 97:7 100:5 collective 4:19 7:16,22 10:25 13:18 17:3 21:17 22:18 30:15 36:7 47:2,13 67:2 78:11 82:17 86:21 87:3 101:1 column 73:5 109:9 columns 73:7 combined 117:6 comcast 129:5 comcast.net 2:4 come 23:3,5 80:21 80:22 110:22 113:24 116:13 comes 107:7 comment 31:23 32:11 commercial 105:4 commitment 89:23 90:2 commonly 31:14	companies 10:9 company 5:5 6:13 7:9 9:10,17,18,20 10:1,7,11,13,16 13:8,15,21,24 14:2 14:17,20,22 15:12 15:13,16,23 16:5 16:10,16,20 17:7 17:14,21 18:1,5,23 19:5,11,11 20:1,11 20:12,19 21:18 22:6 25:23 27:5,6 38:20 39:2,7,16 40:3,4,6,23,24 41:18 42:12,14,23 43:6 44:8 45:13 48:22 49:18,20 50:23,24 51:2 52:19 55:24 56:4 56:19 57:25 58:25 59:9,17,24 61:17 63:7 64:12,24 66:7 67:7,13 68:18 69:1,4,10,18 75:18 79:13,22 82:2,15 83:14,23 87:18 88:6,20,23 89:12,17,21 90:2 91:1,2 93:9 99:18 104:18 105:3 108:12 113:11 120:1 121:25 126:7 127:2,16,18 128:16 130:2,5,10 130:11 133:18 135:2 140:10 141:24 142:4 145:25 147:4,6,7 147:12,21 148:1 company's 4:22 8:4,6 10:14 12:9	15:23 21:11 30:16 30:23 40:20 51:18 58:5 64:22 68:16 77:2 87:14 comparable 48:4 48:5 compare 115:9 compared 35:3 109:1 111:8 117:2 129:21 140:12 141:12 143:5 146:8 comparing 34:6 comparison 6:14 35:8 108:12,18 109:5 113:8 131:4 compiled 54:15 complaint 79:7 completed 142:19 completely 19:19 22:9 completing 18:6 complex 48:12 comply 20:7,19 computer 55:12 151:8 concerns 9:15 22:1 concluded 150:2 concludes 150:1 conclusion 62:3 133:21 conference 21:2 confirm 44:11 112:16 148:11,12 149:14 confirming 48:21 confusing 76:6 conservative 35:12,15	consider 45:19 126:2 consideration 125:15 126:25 127:9 130:17 considered 13:13 22:23 125:25 constantly 141:2 constraints 104:3 construction 76:11,12 consultant 3:7 contact 6:6 11:14 15:13 26:21 41:14 46:18 56:1 61:6 61:13 62:6 65:7 66:21 86:4 105:2 141:3 148:19 contacted 98:2 contain 42:18 contained 46:25 context 128:25 continue 40:25 51:22 145:4 continued 3:1,2 5:3 6:3 14:22 105:9 continues 29:18 continuing 20:13 continuously 23:12 contract 7:12 9:7 10:8 15:22,23 23:23 33:8 35:11 61:10,19 65:6 98:3 99:21,23 101:7 110:21 114:22 115:2,8 117:11 121:1 129:12,14 133:12 134:18 145:6
--	---	---	--

146:6 contracted 17:21 104:15 contracting 10:8 16:24 25:6 26:15 26:25 31:1,6 33:11 34:21 36:5 58:12 74:2,3 80:5 96:25 102:1 106:1 112:17 contractor 6:9 16:13 18:19 20:13 25:9 27:3,13 31:20 32:1,18 34:11,20 64:19 97:10,13 102:15 103:2,10 104:4 106:16 107:19 125:22 129:22 131:6,15 133:24 contractors 1:10 7:7 10:5,21 20:14 29:24 31:18 33:23 34:3 39:25 40:12 42:6 78:18 94:21 95:5 96:2,5,14,23 126:10 131:2 135:15 136:22 contracts 92:23 contractual 21:12 120:21 contrary 32:11 contribution 148:6 control 114:9 conversations 87:13 copies 7:21 8:15 copy 8:8 39:6 43:22 50:3 51:16 63:6 88:3 99:21	core 99:1,2,5 105:23 116:7 120:16 corner 53:13 76:25 corporate 27:14 corporation 1:6 2:10 3:3 6:7 7:4 61:7,14 correct 28:2 29:6 33:20 45:2 46:11 54:2 55:15 67:3,4 67:6,8,15 68:7,16 68:17 69:1,11 70:3 71:1,3,9,22 72:10,12,16,20,23 73:3,6,23 74:7 75:24 79:8,12 81:5,22,23 82:20 83:9,12,20 86:11 112:4,5 118:6,20 119:10,14,24 120:22 123:14,22 133:6 134:5,20,25 139:21 141:13 145:18,20 147:24 148:10 151:10 correction 89:1 correctly 48:20 110:9 119:12 151:6 correspondence 48:18,21 cost 6:14 33:18 34:14,17,21 35:3 35:18,25 106:17 107:1,4,20,25 108:2,3,12,19,25 112:16 114:12,14 114:17 115:4,6,7 115:10 116:13,24	124:12,23 132:9 143:11,12,14,16 145:5,6,13 148:14 costing 120:1 costs 112:12 113:7 119:21 121:16 123:24 124:10 148:16 counsel 22:4 24:21 29:23 30:8 34:13 151:11 counsel's 21:25 26:17 count 96:21 121:15 127:24 couple 20:25 34:4 72:5 117:8 118:3 course 32:8 33:7 143:9 court 8:14 104:1 127:11 cover 133:19 coverage 30:3 99:11 100:6 covering 133:18 142:7 crawford 2:20 create 11:16 13:25 19:14 created 12:12 45:25 46:2,9,22 47:25 105:5 118:20 credit 95:6,8,9 100:4 129:7 crippled 136:6 criteria 30:18 critical 28:5 49:10 cross 4:4,7,10,13 40:21 66:1 78:25 79:3 90:9 122:4	crucial 49:11 cs 11:25 71:6 72:1 csa 11:19,19,20 12:19 13:10 14:8 14:9,12,23 34:15 34:20 42:13,22 43:1 46:4 47:9 69:11 88:15,19,25 89:2 90:13 94:6 101:21,23,24 102:3,11 107:24 108:20 109:20 110:16,18 115:25 120:4,8 139:11,12 139:14,20,24 140:1,2,4,7,10,15 140:15 141:13,21 142:6,9,11,13,14 142:15 143:1,1,1 143:23,24,25 146:1,3 csr 5:5 11:21,22 11:25,25 18:9 28:9,15 34:1,15 39:2,16 40:1 45:11,16 46:7 48:10 60:20 69:22 70:2,6,9 102:4,10 107:24 108:20 109:10 cultural 130:8 cumulative 101:20 curious 50:9 current 28:3 29:24 31:1,2 85:21 86:1 106:2 121:23 123:3,7 127:4 currently 30:4 37:16 87:9 96:10 customer 2:22,23 3:4,5 5:20 8:23
---	---	---	---

9:15,18 11:14,20 11:21,22 12:3 13:20,23 15:1 16:1 18:1 20:3 21:20 26:20,21 27:23,25 28:1,2,3 28:16,17,24 29:1 29:21 30:11 31:12 33:3,25,25 38:5,9 38:15,23 41:14,25 45:8,15 46:17 47:7 48:4,7,8 54:1 54:5,15 55:7 56:1 56:10,15,20,21,22 57:20 58:1,7 59:13 60:5 62:1 64:14 65:9,12,16 66:21 71:7,8 72:9 73:10,10 85:23,25 86:4,10,18 87:23 89:24 91:21 92:5 92:6,9 93:5,10,13 93:14 94:11 98:13 98:15 100:25 121:24,24 122:13 133:11 135:3,10 136:1 137:14 138:10 141:16 customers 93:1,16 93:20 98:23,25 141:1 cut 31:15,16 95:16 95:18,25 97:2,4,8 103:13 cutting 95:19,20	dated 5:7,10,12,14 5:15,17,19 6:7,10 8:21 41:4 48:15 51:13 53:8 54:11 55:3,19 61:7,14 64:19 dates 86:6 dave 66:11,13,15 david 41:9,10 86:12 day 16:3,9 17:23 23:4,4 32:17 141:2 151:15 days 12:14 16:2,3 16:8 17:23,24 19:23,23 24:17,19 29:22 62:2 73:16 134:22 148:18 149:12 dc 148:5 deal 15:12 19:14 28:21 93:18 94:14 139:16 dealing 92:22 130:24 141:1 december 5:16 13:20 15:4 54:11 54:16,21,22 72:16 75:12,16 113:19 134:16 decided 21:16 29:20,25 31:8 declared 68:6,14 68:18 defense 19:18 deffler 3:6 defined 78:6 147:18 148:6,8 definitely 18:14 19:25 102:11	demonstrated 68:15 demonstrating 48:22 denied 36:10 department 9:16 9:19 13:21,24 15:2 38:16,23 55:7 58:7 76:11 92:18 description 4:18 5:4 6:4,13 17:19 45:3,5 46:11 53:5 65:4 101:13 107:2 descriptions 45:1 45:19,25 designate 45:25 desired 78:14 desist 20:12 despite 141:19 detail 26:25 62:12 detailed 68:24 determine 67:9,20 126:23 137:19 determined 32:2 133:10 determines 127:22 determining 92:25 125:15 dialogue 50:14 difference 116:18 119:18 132:12 differences 126:13 130:9 different 11:9 76:10 93:19 100:24 101:14 103:18 113:1 136:18 differential 116:6 116:9 120:15,17	120:20,21 143:4 145:7 differently 67:23 differs 95:3 direct 3:4 4:4,7,10 4:13 16:14 37:14 75:8 85:13 91:23 directly 79:16,24 79:25 115:12 director 8:23 30:11 41:14,24 44:14 86:18 91:20 92:5 98:13 disagree 83:23,24 126:22 disaster 65:11 104:7,13 135:5 discussed 43:25 discussion 37:3 43:16 79:7 142:1 147:3 dismissed 30:8 dispatch 28:18 45:17 dispute 32:20 50:12,18 138:20 disputing 67:21 disregard 63:21 distribution 9:9 diverting 16:12 divested 9:13 divided 109:18 docketed 7:5 document 17:14 23:19 39:5 40:15 44:4,23 48:24 53:24 54:14 55:23 56:19 57:24 58:25 59:16,24 62:2 64:6 66:6 67:5,12 73:20 88:4 90:14
d			
d 16:16 17:5 20:12 23:10,11 25:18,19 date 24:17 53:6 56:2 73:6 76:20 79:5,14 149:15			

102:20 118:20 127:21 documents 15:14 19:10 51:1,6,25 52:5 72:5 doing 9:21 10:5,7 15:20 16:6,9 17:22 18:7 19:7,8 19:23,24 29:12,14 30:4 31:11,19 34:6 62:1 68:21 100:2,18 103:10 103:19 106:2 124:5 126:12 131:6 137:14 138:10 140:15,15 140:25 dollar 107:6 109:10,19 110:16 110:19 117:7 dollars 111:15 117:12 137:6 145:16 dot 42:9,10 88:7 double 61:23 101:6 doubt 21:18 drive 1:16 2:2 duly 37:6 74:24 85:3 91:15 duplicated 135:12 duties 38:14 45:15 46:20 101:13 duty 16:12 20:15	earlier 86:19 100:16 112:2 early 18:10 60:10 easier 109:9 easy 23:25 economical 18:23 30:21 112:17 126:23 economics 141:21 effect 47:11 57:8 effective 53:6 73:6 effort 20:14 eight 19:6,8 33:22 34:5 73:24 74:10 142:22 either 36:1 66:11 66:12,13 133:21 135:13,22 143:1 electric 6:6 61:7 61:13 65:5 85:9 electricity 9:9 31:17 35:21 element 34:9 elements 127:8 eleven 2:7 37:19 137:6 142:22 eligible 116:8 eliminated 46:15 embodies 11:12 emergencies 28:21 30:6 31:24 32:10 emergency 19:18 19:21 31:25 32:3 104:2,4,13 107:9 employed 37:16 37:18,25 38:6,8 54:6 55:6 58:6 75:13,15,15 76:8 85:17 87:9 106:2 123:8 124:19	employee 22:25 31:1,3,5 75:23 76:2,2,4 108:7 110:20 122:24 125:10,12,22,22 128:5,5,7 129:16 129:21,22,23 employees 5:23 9:21 10:3,20 13:14,20,23 15:3 16:6,7 17:10,18,22 18:4,6,7,9,11,13 18:19,25 19:2,6,7 19:8,22 20:17 27:21 28:6 29:14 30:20 32:23 33:13 34:22 35:4 39:25 40:10 42:21 43:1 46:21 53:2 54:5 55:6 58:6 59:8,12 59:22 60:4,17 62:1 68:6,14 88:18 89:6 90:13 94:3 96:25 102:1 108:23 109:23 122:13 123:3,8 125:7 127:4,5 128:11,13,14,16 131:10,19 133:13 137:1 138:12,25 139:19 147:17 employer 113:10 employment 53:4 ended 13:22 engaged 26:16 29:9 30:1 35:4 141:16 ensue 39:11 ensued 39:13 ensure 17:16 105:9	enter 49:5,7 147:1 entered 134:7 entering 49:4 107:17 entirety 36:10 entry 13:13 esquire 2:2,7,12 7:10,11 essentially 16:1 18:12 54:14 100:4 100:5 105:22 107:3 131:2 143:17 established 36:8 establishes 30:16 estimate 35:12 109:16 110:12 132:9 estimated 15:24 34:21 35:12 estimating 111:15 et 1:10 7:7 20:18 35:22 eu 6:17 91:21 147:7 evaluate 141:20 evaluated 29:24 31:7 event 19:20 32:4 65:13 events 135:14 eventually 30:3,9 50:16 87:2,19 everybody 97:20 148:15 evidence 14:2 17:11 40:14,15 99:20 exact 115:24 143:15
e			
e 5:7,10 37:10,11 37:11 41:4,9 42:3 42:17 48:15,18 52:1,5 68:24 93:18 151:1,1			

exactly 54:2 110:7 examination 37:14 66:1 75:8 79:3 83:3 85:13 90:9 90:23 91:23 122:4 141:9 145:23 examined 37:6 74:24 85:3 91:15 example 31:10 35:19 98:18 108:22 118:13 125:11 exceptions 128:9 excess 106:5 exchange 40:5,9 52:3 excused 74:20 84:9 91:9 executed 43:11 exhibit 4:18,19,21 4:22 5:4,5,7,8,10 5:11,12,14,15,17 5:18,20,22,23 6:4 6:5,8,9,13,14,15 6:16,17 7:22 8:1,6 11:7,12 13:19 15:18 16:14 17:13 19:4 20:1,11,16,19 22:7,10,15,18,22 23:7,8,17,25 24:1 24:10 25:15 39:1 39:2 41:3,4,8 43:14,17,25 45:21 48:14,15 49:25 51:5,11,12,20 53:7 54:9,10 55:1,2,18 57:18,19 58:22 59:21 61:5,11,21 62:16,17 63:1,3 64:18 66:4 67:2 68:21 71:19 72:3	73:2,19 76:17 77:3,4,6,23,24 78:10,22 81:13 83:5 86:20,24 87:2,15,19 88:2 89:18,22 90:4,11 91:4 99:22 100:15 100:16,21,22 101:4,4,8 102:20 106:20,21 108:12 112:3 113:10,11 118:5 120:1 122:6 127:2,16,18 133:4 140:11 141:24 142:4 145:25 147:5,7,12 149:18 exhibits 4:17 5:2 6:2 7:15 72:7 78:1 81:10 83:10 exist 25:4 27:15 28:23 existence 96:18 existing 42:13 48:1 69:10,13 88:15 expand 40:6 99:2 105:22 expanded 97:5,6 99:10 expanding 27:9 expansion 99:9 expect 130:9 expend 121:17 expensive 125:12 experience 98:13 98:15 105:2,13 125:6,24 127:4 128:10,11,18,20 129:1,3 131:1 experienced 96:13 105:8	experiences 97:20 explain 15:8 46:14 50:25 51:1 55:22 65:15 76:19 77:5 77:22 106:25 119:18 131:22 explaining 52:5 explanation 62:11 expressly 10:2 extended 106:13 extent 51:24 67:23 f f 151:1 face 77:4 facets 15:25 16:6 19:24 facilities 9:11 32:4 65:13 fact 22:9,14 25:3,8 26:17 33:21 52:11 69:5 72:16 77:3 98:6 99:23 102:14 107:19 111:24 112:4,11,17 148:13 failed 16:11 failing 20:2 24:9 25:15 26:7,8 fair 56:18 fall 30:2 78:5 102:2 falls 36:6 familiar 86:24 87:17 100:24 101:11 106:20 far 34:22 35:5 93:13 114:3 149:1 felt 9:20 fewer 10:4 39:25 40:1,11	field 28:19,20 76:13 fifth 19:16 figures 72:2 file 76:16 filed 9:8 49:16 72:15,16 73:17 77:14 81:13,20 filing 20:20 80:16 fill 12:22 13:9,16 14:1,18,24 15:10 20:2,4,15 22:12 23:13,14 24:9,11 24:12 25:15,24 32:13,23 90:3 96:15 filled 12:25 13:14 14:20 24:21 69:8 88:5 filling 20:2 24:25 25:21 final 42:18 44:1 63:13 67:1 finally 33:15 financial 2:19 93:10 109:21 find 20:10 78:21 81:10,15,24 99:15 fine 8:3,16,24 23:15 89:11 125:3 138:19 148:25 finish 103:25 firmly 30:16 first 6:6 7:13 15:13 17:9 19:12 24:18 26:23 31:9 35:8 37:1 39:20 42:9 44:23,24 47:9 50:21 61:6 61:12 62:5 65:6 65:14 67:12 69:2
--	---	---	---

69:14 73:5,9 76:19 88:8 103:8 103:9 109:9 113:2 113:2,20 118:12 123:21 140:18 142:12 143:10 fitzgerald 2:21 five 16:17 17:6 18:11 22:22 23:4 23:4 24:16 56:17 60:19,24 61:1 73:16 130:6,10 142:13,22 143:25 fixed 115:6,7 fleshed 25:17 flexibility 102:6 florida 15:21 112:25 118:24 127:6 129:18 folks 93:14 follow 26:7 74:19 83:1 followed 120:14 142:8 144:2 following 11:17 12:13 13:1 47:11 118:14 143:15 follows 37:7 39:18 74:25 85:4 91:16 food 98:21 force 32:14 forces 30:23,24 forget 110:22 forgive 144:12 form 4:21 8:1 23:19,20 32:1 72:19 77:7,8,14 80:10,11 82:5,7,10 84:1 103:2 formal 38:21 47:1	formally 9:17 format 77:8 forms 81:9 forth 50:14 87:18 89:16 90:4 101:1 121:3 142:24 forward 26:6 31:8 35:10 fossil 76:15 found 131:1 four 8:15 45:1 60:24 61:1 73:7 77:9 117:14,16,19 128:8,14 129:11 129:17 130:6 132:9 142:21 frame 73:22 103:15 frankly 24:5 25:13 50:16 friday 28:7 94:9 97:1,3 98:12,17,19 front 63:18 ftes 107:4,6 fulfill 15:17 88:23 89:12 91:1,3 full 42:9,9 90:12 101:5 108:22 fully 25:17 106:2 143:4 function 127:24 fundamental 22:1 26:14 further 23:6 24:8 65:19 74:16,18 78:24 84:6,7 90:7 90:21 91:7 122:2 141:5 145:21 146:22 future 12:24 90:3 133:15	g g15leh 1:9 7:6 gaps 96:15 gas 9:11 general 38:5 47:24 82:19 100:18 128:19 generalists 40:1 generally 8:14 87:18,20 94:5 95:4 126:19 128:5 128:8,9 generation 9:11 76:14 gentleman 86:12 getting 18:25 19:9 48:25 125:21 126:3 give 11:6 26:11 50:25 58:17 102:6 127:13 141:6 146:8 given 70:17 gives 21:18 113:22 114:9 giving 8:8 88:2 go 7:13 11:11 12:10,16 18:18 20:24 21:9 23:6 26:6 42:14,23 43:15 46:21 47:11 50:10 51:8 62:15 66:4 68:22 79:15 81:23 95:18 98:21 103:9 104:2 106:15 119:2 132:1 134:19 136:22 148:12 goes 12:5,20 21:9 52:14 56:10 93:13 113:6	going 8:13 11:19 12:18,21 14:2 17:15,17 20:25 23:17 24:3,23 25:25 29:16 31:21 35:10 37:2 38:25 43:13 49:8,23 50:22 51:22 53:11 56:2 57:17 58:15 60:24 61:3 64:13 66:3 69:19,20 73:19 77:19 84:14 84:19,24 87:12 88:1 97:18 98:20 100:3,14 105:11 105:22 107:4 117:22 126:5 131:6 132:1,17 133:24 138:18 139:18 148:17 149:17 good 32:2 62:10 85:15 118:13 132:2 151:4 gosh 110:1 graham 3:4 4:12 8:22 30:11 31:7 33:17 34:14 35:2 91:14,20 102:24 118:2 141:11 148:6 grant 2:12,13 graph 44:25 graphs 50:22 grievance 1:9 4:21 7:5,6,24 8:1 9:15 22:16,20 23:2,19 23:20 24:14,16 25:8 26:7 27:2 36:9,18 49:16 50:11 51:6 65:1
---	---	--	---

72:15,19,21 73:17 76:16,20 77:5 79:10 80:10,16 81:8 82:5,7,8,16 83:6,22 grievances 22:23 25:1 77:13 81:17 81:21 grievant 75:6 grocery 98:18,19 grounds 26:7 36:11 group 27:23 29:3 29:5 groups 108:25 guarantee 69:12 87:22 guess 32:24 35:5 122:23 guessing 44:14	handwriting 55:11 handwritten 53:13 hanna 3:5 hanson 27:5,14 happen 12:22 44:9 88:25 137:1 happened 27:4 33:24 96:17 97:12 135:22 136:14 happens 17:1 32:8 32:15 hard 130:13 harder 131:18 hardware 114:2,3 114:13,20 hate 111:7 he'll 126:19 head 85:20 127:24 healthcare 137:24 138:5 hear 31:25 40:18 heard 21:15,19 24:8,11 25:19 26:5 27:17 30:1 30:15 31:4 33:6 61:25 86:20 94:11 hearing 36:9 112:14 150:1,2 hearsay 51:23 held 17:17 37:3 43:16 76:10 86:2 92:10,15 138:24 142:1 147:3 hello 91:25 92:1 help 21:21 50:24 51:1 96:15 97:25 98:1 149:16 hi 85:16	high 15:3 95:17 140:21 higher 9:20 12:2 14:14 28:1 40:10 48:1,11 71:10 103:14 139:1,2 143:20 144:13 148:16 highest 71:7,11 97:8 143:9 highs 95:12,14,24 103:17 134:14 hire 10:19 12:18 14:22 32:22,23 33:9 42:12,20,24 47:10,10,16 48:22 88:14,18 89:18 hired 13:14 14:13 47:9,17 69:10,13 129:17 140:2 hires 15:19 20:16 20:21 47:10,11 147:17 hiring 12:23 15:11 16:12 20:4 34:22 42:12 68:25 69:5 89:13 90:12 history 135:25 hold 8:11 38:3 86:7,17 holiday 1:15 honest 139:16 honor 13:25 honorable 20:10 hope 32:8 hopefully 48:19 88:3 hour 29:22 30:3 35:23 71:6,16 84:21 104:9 109:2 109:6 110:15,17	111:8,9,13,20 113:24 114:25 115:4 125:11,13 137:10,16 138:9 143:7 hourly 108:1 110:10 116:12 117:2,4 120:9 137:5,16 142:25 146:5,5 hours 16:3,9 17:23 18:10,10 19:23 60:9,10,17 70:15 94:8 96:24 97:6 99:1,2 105:23,24 109:15,18 112:22 113:3,4,5,22,23 115:24 116:5,8,11 117:5 118:14 120:16,19,25 122:8,12,16 123:7 136:6,12 143:2 house 116:14 117:3 125:21 131:5 143:11,12 143:13,14 145:14 146:1,3 hr 3:6,7 huh 70:4 human 44:14 131:14 hundred 138:6 hydro 9:11 hypothetically 106:9
h			i
half 92:12 104:23 145:16 146:11 hand 24:4 38:25 41:2 43:13 48:13 49:23 51:10 53:11 53:13 54:8,25 55:11,17 57:17 58:15,20 59:19 61:3 63:1 76:24 114:1 151:14 handed 41:7 48:18 61:10 handle 26:22 65:8 93:16 101:23 102:7 104:13 105:24 129:8,9 133:11 handled 119:2 handling 94:6			ibew 1:4 2:15,18 5:8 7:3 9:6 37:11 37:17,20 43:17,23 75:5,11

idea 32:2 identification 7:23 8:2,7 39:3 41:5 43:18 48:16 50:1 51:14 53:9 54:12 55:4,20 57:21 58:23 59:22 61:8 63:4 64:20 108:13 113:12 141:25 147:8 identified 66:16 66:16 83:15 identifies 71:19 identify 82:17 identifying 82:22 identity 41:21 ii 11:19 14:9,19 16:16 17:5 20:11 23:9 25:18 27:25 46:4 48:5 56:11 56:11,11,15 101:22,24 107:24 108:20 140:7 142:9,14 143:1,1 146:2,3 iii 11:20 22:18,19 22:21 27:25 42:13 46:4 48:9 56:11 56:11 69:11 83:7 88:15 90:13 101:23 102:3,11 107:24 108:20 120:4,8 140:10,15 140:15 141:13 142:11,15 146:2,3 iiis 89:2 115:25 139:12 141:22 143:25 iis 56:22 139:11,14 141:21 143:24	immediately 39:10 133:22 impacts 65:13 important 15:7 26:13 32:9 104:17 148:13 importantly 11:17 improve 98:15 improvement 2:22 improvements 85:9,22,24 inappropriate 24:5 inbound 65:9 94:6 100:3,11 include 35:17,18 35:24,25 108:3 118:8 121:3 145:14,17 included 78:2 118:10 119:23 includes 78:1 118:17 145:19 increase 10:17 19:17 30:23 42:5 95:21 97:9 98:14 120:12 133:23 146:8 increased 35:25 increases 31:17 independently 16:15 index 4:1,17 5:2 6:2 indicated 76:24 indicates 12:17 indicating 8:19 68:8 115:21 individual 13:4 24:20 41:21	individuals 21:21 26:21 27:22 102:1 124:17 industry 31:15 108:9 influx 103:12 inform 25:23 information 5:11 5:12 16:4,23 18:15 19:5 26:18 49:17,25 50:4,13 50:14,15,17,20 51:3,12,19 52:21 53:5 56:5 57:25 58:5 59:1,25 62:22 109:22 informed 82:2 102:17 initial 12:10,11,20 48:23,23 61:18 initially 13:21 14:1,12 57:5 59:6 76:8 120:5 inn 1:15 inset 68:10,11 insists 23:12 intangible 129:25 interact 98:23 interaction 102:8 120:6 interactions 65:10 93:17 105:25 interested 151:12 intern 3:6 internal 96:11 104:9 139:17 interpretation 7:13 9:7 25:18 introduced 77:10 invalid 19:19	invoice 63:13,20 113:3,25 118:6,15 119:8,23 invoices 6:8,15 34:25 62:24 63:3 63:7,10 64:2,4 112:3,4,7,11,15,21 113:12,17 118:22 122:6 123:18,22 involve 85:23 involves 21:20 26:20 85:24 iqor 5:23 6:8 10:12 15:15,24 16:6,13 17:22 18:11 19:4,7,12,13 19:22 20:13 26:16 27:3,7,10,12,16,16 29:17,19 30:1,10 31:6,8,19 33:7 58:13 59:7,12,21 60:4,16 61:19 62:1,6,19,19 63:3 64:14 65:8,11 74:3 96:24 99:18 99:21,23 100:1,3 100:18 101:25 102:16 103:10,21 104:15 107:1,18 111:17 112:3 115:25 116:11 117:17 118:20 124:11,15,17,20 124:21,22 127:6 134:8,19 137:2 138:23 139:19 140:14,15,22,25 141:16 143:6 144:14,16,18,21 146:1,2,10,12
--	---	--	--

iqor's 111:12	joshua 2:12 7:10	86:12 89:7,9,10	40:20 41:22 43:15
irrelevant 50:16	9:5	95:4 104:24 109:7	44:16,20 48:24
51:3	judgment 126:10	126:9,12 128:9	49:14 50:9 51:22
issue 10:9 24:18	july 35:6 58:2	137:1,8,11,20,21	52:9 53:25 57:11
25:5 34:24 50:19	63:14 116:19	137:24 138:4,6	57:15 58:17 62:7
51:6 80:6,6 105:6	june 5:14 53:8	139:16 140:19	62:10 63:16 64:7
148:20 149:17,21	54:6	148:21 149:22	64:10 65:2,22
issues 21:22 26:21	jurisdictions	knowledge 77:8	66:2,19,23 68:1
36:18 43:8 51:19	38:18	80:21 87:21 91:2	69:9,17,25 70:1,12
item 112:22	justification 17:25	known 31:14	70:13 71:18,21
118:16	18:22 19:16	88:13	72:1,4 74:13,16
items 52:17 113:1	justifications	l	77:15 79:1,4 80:2
113:19 118:23	16:18,21 17:7	labor 3:4 44:16,17	80:5,7 81:6,12,18
iv 71:6 72:1	k	72:3	82:6,14,25 84:7,17
ivr 93:18	k 148:4	lack 48:7,9	85:14 89:8 90:7
j	keep 52:22 53:1	laid 31:1,3,5 72:25	90:24 91:10,24
j 2:7 7:9,19 37:10	102:13 105:10	74:8 121:25	93:12 94:18,19
jane 2:20 4:3 37:2	121:18	lane 1:24	95:13 96:1 98:5
37:5,10	keeping 35:19	language 23:23	99:12 100:13,21
jane's 64:4	kelley 3:7	33:11,12 82:22	100:23 101:18,19
january 5:17 55:3	kent 44:10	large 40:4 123:19	105:15 108:11,14
55:7,14 56:2	kent's 44:20	123:20 125:7	113:13 114:16
jesse 3:6	key 34:9	late 25:10 60:17	115:22 117:8,25
job 9:23,24 13:5	kin 151:11	60:21 72:15	118:1 119:5,20
17:16,19 27:23,24	kind 90:3 93:8	launch 100:8	122:2 126:5 127:7
29:2 34:15 40:8	94:21 95:14	123:4	130:19 131:21
41:11 45:1,3,5,19	105:23 117:4	laura 2:21	136:18 138:2,20
46:10,22 48:11	130:13 135:4	layers 137:21	141:6,10 142:2
53:5 56:12 68:15	knew 130:24	layoff 30:24	145:21 146:23
70:21 107:24	knoebel 2:19 4:6,7	lays 11:18 17:6	147:6,24 148:5,10
109:23 128:6	8:20,22 11:9	leading 49:1 133:8	148:24 149:3,10
132:1	74:21,23 75:4	learn 137:7	149:14,19,23
jobs 76:10	80:8	learned 16:5	led 87:2,15,19
john 2:2	know 8:13 16:25	leave 38:8 75:20	97:12
joint 4:18 7:14,22	21:13 25:4,24	76:2 118:2	left 74:10 75:18,21
7:24 8:1,5,6,21	30:14 35:15 36:14	lebowich 2:7 4:4,7	76:24
11:2 17:4 22:15	36:17 41:11 44:9	4:10,11,13,14 7:9	legal 1:23 31:16
22:22 23:7 47:14	44:12 46:13 57:15	7:18,20 8:3,11,16	132:23
76:17 83:5 101:4	58:12 69:12 70:5	8:24 11:6 20:24	lehigh 11:15 39:17
joints 9:1	70:18,19,20,21,24	21:3,6,8 27:12	55:25 66:21 86:5
	71:4 81:7,19	28:12,14,20 29:6,8	86:9 123:9 127:5

<p>135:2,10 136:1 lesser 131:20 letter 8:21 12:6 13:17 43:8,20 57:1,4 89:17 letters 12:7 level 13:13 28:1 34:10,15 48:10 67:15 78:17,19 87:23 102:1 110:13 128:1 133:16 137:9 139:15 levels 34:20 67:10 67:21 78:15 100:25 101:14 137:11 liaison 92:9 liberty 1:24 license 105:19 life 115:8 145:6 147:19 lights 105:10 limit 21:11 30:25 limited 25:16 limits 22:11 line 5:6 28:25 39:3 40:7,9 44:25 68:8 101:2,15,22 102:2 112:22 113:1,8,19 118:16,23 lines 11:14 39:17 42:21 47:10 115:23 ling 41:10,10 42:4 66:11,13 68:24 86:13,15 87:7,9,14 list 55:25 73:3 little 27:8 30:7 48:25 68:5 109:7 109:9</p>	<p>llc 6:6 15:14 61:6 61:13 62:6 65:7 llp 2:6 loaded 143:4 loader 110:2,3 121:7 local 1:4,9 2:15,18 7:3,6 10:17 20:9 21:11,13 27:20 37:11,17 43:23 75:5,6,11,14 89:6 94:3 located 11:14 60:12 93:24 locations 112:24 114:21 long 8:18 29:16 31:1 37:18 38:6,9 75:10,13 77:6 85:17 92:10,15 139:10 longer 27:13 28:17 97:12 look 11:3 12:20 34:16,16,25 35:2 39:5,14 42:3 45:6 47:4,6 48:3 56:9 60:7 61:21 65:4 71:19,20 72:6 73:2,19 83:5 93:9 95:23 98:4,6 109:9,22 110:13 114:24 118:11,14 134:12 146:17 looked 33:16 81:8 98:24 99:3,13 116:5,10 looking 33:20 40:5 40:6 44:3,22 46:4 65:14 68:4 92:24 98:9,14 99:8</p>	<p>100:8,15 102:7 107:23 108:19 112:20,21 113:7 118:19 122:6 132:13,14 140:9 142:6 looks 63:17 132:14 lori 2:22 loses 31:2,3 losing 135:5 lost 20:17 31:5 lot 33:15 77:15,16 77:17,19,20 lou 5:7 12:8 17:12 19:15 41:5 lower 9:19,22 12:1 12:16 40:8 47:25 103:16 111:2,9 129:18 138:11 144:13 145:5 lowers 145:1,6 lowest 34:20 lows 95:25 103:17 134:14 loyalty 130:9 lunch 84:16,20,22</p>	<p>maintenance 35:22 making 38:22 131:25 132:1 138:17 management 56:17 67:9,19 92:7,8,20,21,21,24 125:6 manager 2:21,22 3:5 41:17,22 66:21 85:8,22 86:5 97:14,23 managing 125:6 manger 2:23 manner 12:13 13:1 59:4 march 10:15 19:6 56:3,20 58:2,10 92:14 94:20 96:18 96:24 mark 39:1 41:3 43:13 48:14 49:23 54:8,25 55:17 57:17 58:16,20 59:19 61:3 64:16 113:9 marked 7:23 8:2,7 8:18 39:3 41:5,7 43:18 45:21 48:16 50:1 51:11,13 53:8,11 54:11 55:3,19 57:21 58:23 59:22 61:8 61:11 63:4 64:19 76:17 88:2 102:19 108:11,13 112:2,3 113:12 119:25 141:25 142:3 147:8</p>
		<p>m</p>	
		<p>m 2:2,12 7:10 ma 80:10 machine 151:7 mail 5:7,10 41:4,9 42:3,17 48:15,18 52:5 68:24 93:18 mails 52:1 main 38:16 maintain 11:17 16:11 19:15 78:14 78:19,21 maintained 14:3,4 14:6</p>	

mas 78:2 81:22 math 64:7 111:7 119:11 130:19,19 matter 1:3 22:6,16 34:16 52:2 83:25 matters 7:14 max 137:22 mean 50:11 52:1 93:13 110:3 131:25 138:14 144:12 148:13 meaning 28:10 means 32:25 medical 147:19 meet 16:17 18:4 65:12 meets 30:17 member 75:25 members 138:23 membership 5:14 5:17 10:18 42:5 52:23 53:4,7 55:2 mention 22:17 82:12 mentioned 38:19 70:2 92:20 93:11 121:6 mentions 23:7 62:17 merely 80:2 merits 23:16 36:16 met 16:21 michael 2:7 7:9 mid 1:23 middle 18:12 56:9 88:4 midnight 60:9 70:25 71:2 million 15:25 19:12 35:11,13 62:18 117:7,11,12	117:15,17,19 119:12,13 132:10 132:12,14,15,19 133:1 143:11,12 143:15,17,18 145:2,3,9,16 mind 20:8 65:22 139:3 mine 54:19 minimum 87:23 minute 46:3 minutes 20:25 74:13 104:10 117:9 mischaracterizat... 67:18 missed 73:15 misunderstandin... 26:14 mlebowich 2:9 mobile 76:13 moment 131:15 monday 28:7 94:9 97:1,3 98:11,17,19 mondays 97:19,20 money 35:1 36:2,2 131:25 monica 2:23 month 19:13 35:7 73:22 110:24 113:6,6,19 118:12 134:14 142:13,15 142:16 143:24,25 144:1,10 monthly 33:18 34:17 53:3 95:23 96:12,20 107:25 108:19 109:14,17 110:23 111:3 129:6 134:13,15	months 14:10,11 42:22 57:7,9,15 123:21 128:8,14 129:11,17 140:6 moot 47:19 morning 18:10 60:10 move 29:1,22 31:8 63:16 106:5,8 114:4,12 130:7 132:3 142:18 moving 142:6,7,8 142:9,10 muffley 55:14 133:16 multiple 116:15 multiplied 109:8 multiplier 109:25 116:4,12 120:13 143:3 145:15	40:14 57:2 98:22 105:10 127:23,24 129:7 142:18 149:5 needed 19:1 29:25 30:19 93:1 100:6 104:11 120:5 133:13,23,25 135:11 140:12 141:17 needs 50:23 65:12 133:10,23 134:1 negative 130:16 negotiate 40:24 negotiated 10:13 133:5 negotiation 111:16 negotiations 10:23 39:11,13 87:2,13 87:15 89:18,22 neither 151:11 never 14:2,4,6,20 14:22 18:5 32:8 80:9 82:12 new 2:8,8 15:19 19:1 20:14,16,20 27:3 32:23 33:9 42:21,21 43:1 45:3 46:10 47:9 47:10,16 56:13 88:18 90:13 100:7 104:17 122:23,24 127:5 128:11,13 129:13 131:9,10 132:3 139:18,19 147:17,17 newer 46:2 newly 12:12 13:14 46:22 47:24 newman 3:4 28:19 77:17,20
---	--	---	--

newman's 50:4 night 18:12 28:21 nine 123:21 142:22 nods 85:20 nonpayment 95:21 nonproductive 121:7,8,14 145:19 normal 103:14 135:15 norristown 2:3 northeast 32:6 notary 151:4,18 noted 13:18 72:3 notice 138:16 notification 6:9 18:2 25:9 31:20 32:1 64:18,22 103:2 notified 64:13 november 35:6 58:14 75:16 76:22 95:16 103:14 113:18 134:24 nuclear 9:11 76:15 number 1:8 5:20 11:6,9 12:18 33:17 34:12,13 40:11 53:2,13,18 53:21 54:5,18 56:7 57:19 58:1 59:11 67:14 71:25 99:20 109:11,11 110:25 111:2 115:1 116:10 117:5 118:16 127:22 142:17 148:7 numbers 11:5 24:23 68:25 69:6	73:21 119:3 125:7 130:24 132:14,21 144:4,22 numerous 123:17 o o 81:13 oakland 2:2 object 51:23 52:14 67:17 126:5 147:11 objection 40:16,18 40:19 48:24 49:14 67:24 127:7 131:21 obligated 19:3 obligation 33:9,10 88:23 89:12 obligations 12:9 89:16,17 91:2,3 obvious 93:14 111:7 138:14 obviously 86:2 occurrence 24:17 occurring 104:25 october 15:1,6,7 18:24 58:7,14 63:13 113:18,20 113:21 116:19 122:7 133:7,8,22 134:8 151:15 offer 4:22 8:4,7 38:22 40:13,15 49:20 50:6,22 147:9 offered 5:22 10:1 13:4 52:13 58:22 59:1,7,7,12 offering 40:5 52:12 69:1 office 65:10 86:5 107:8	offices 86:9 official 151:14 oftentimes 83:22 oh 8:11 77:15 110:1 144:15 145:8 okay 8:17,17,25 9:3 21:5 28:13 29:17 34:25 36:22 37:22,25 38:19,25 39:10,14,24 40:2 40:13 41:15 43:6 44:8 45:7,23,24 47:22 48:13 49:20 52:16 53:1 54:8 54:18 56:9,24,24 58:10,12,15 60:12 61:21,24 62:9,24 63:15 64:4 65:20 66:3,5,15 67:25 68:23 69:10 70:8 70:23 71:4,13 72:25 78:8,25 79:7,17,17 82:1,25 84:15 85:21,23 86:6,9 87:9 88:17 89:5,15 91:6 92:10,13,15 93:23 94:2 95:3 96:22 98:6,9 99:17,25 101:25 102:14 103:7,18 104:2,6 105:16 107:17,22 109:15 112:6,11 112:14 113:9 114:1 117:22 119:16,17 121:14 121:19,22 123:12 127:2 133:2 134:4 136:17 139:3,7 144:23 147:25	148:22,23,24 149:7,9 once 21:10 44:18 79:20 136:14,15 149:15 ones 30:18 46:2 68:10,11 81:10 122:22,23 open 14:23 35:19 98:19 121:18 opening 9:4 36:18 38:20 46:14 61:25 77:3 operating 98:11 98:16 operations 3:5,6 8:23 30:12 41:25 86:18 91:21 92:6 operative 67:5 operator 38:4 opportunities 12:25 20:18 137:13 opportunity 13:5 13:11 93:9 137:12 141:20 opposite 128:18 128:21 options 31:7 order 22:23 29:21 36:24 66:4 68:22 105:9 organization 28:16,17,24 original 63:19 121:6 ortiz 2:21 4:9 48:19 66:14 85:2 85:8,15 outbound 65:9 100:7,11
--	---	--	--

outcome 151:12 outside 32:6 99:2 103:15 104:12 116:7 120:16 143:13 overall 125:16 126:24 overgeneralistic 27:8 overheard 35:18 overnight 29:11 overtime 32:24 33:10 106:10,11 116:11,16 120:17 120:18,19,24 121:1	pages 11:1 44:24 44:24 61:22 62:15 paid 9:20,22 35:17 110:6 112:9 123:20,25 124:9 125:10,12 131:19 137:2 138:2,12 140:4 paragraph 23:10 39:19,21 77:25 78:7 80:25 paragraphs 12:11 parcel 45:20 part 10:10 29:3,5 29:23 45:20 47:1 51:4 55:12 65:17 87:12 89:18,22 101:3 123:19,20 142:12 particular 13:6 22:12 particularly 31:13 50:13 parties 11:13,16 21:16 43:9 62:25 partner 110:10 parts 11:1 party 151:11 patently 26:1 pattern 120:14 patterns 92:25 133:9 pause 21:4 58:18 91:12 141:7 pay 9:19,23 12:1,2 31:2,3,6 34:19 48:1,6 53:6 62:18 71:4 106:10 121:2 124:5,7,10 129:18 137:20	paying 110:21 112:23 143:6 payment 106:23 payments 129:7 peak 19:21,25 30:7 31:10,11,22 103:8,10,10 134:4 134:10 peaks 19:16 30:6 30:21,22 31:13 pennsylvania 1:17 2:3,13 27:19 32:5 people 8:9,10 28:23 32:12,14,22 33:2,4,6,9,22 34:1 34:1,4,5,7,11 70:9 70:17,23 73:24 74:2,7,10 78:20 81:16 88:15 89:12 89:13 98:24 106:5 106:8 114:12 117:18 124:4 129:7 130:2,6,25 131:5 132:3,9 139:19 141:21 142:6 145:5 146:17 people's 31:16 148:16 percent 95:11,24 96:10,21 98:25 103:16,17 133:18 133:19 134:11,12 134:13,15,17 138:7 142:13,14 142:15 143:23,25 144:1,9 percentage 146:7 perform 33:1 48:12 94:22 95:5	performance 57:2 137:13 performed 46:20 100:1 101:14,25 performing 33:3 60:5 139:15 period 15:7 23:4,5 63:10 114:23,25 142:20 143:11 periods 96:3 permanent 10:19 12:16 permits 18:22 permitted 17:7 person 29:1 33:18 33:21 97:21 109:11 129:23,23 140:9,10 personally 80:16 pertain 63:10 pertaining 78:15 pertains 60:9 65:16 pertinent 53:5 ph 25:20 phone 93:17 114:8 135:4 136:6,11,22 phones 21:21 photocopied 63:17 phrase 94:12 pick 141:11 146:20 picture 40:4 piece 105:4 111:5 pittsburgh 2:13 place 27:6 56:25 placed 10:24 32:1 plan 6:16 141:25 142:5 143:16 147:18 148:5,8
p			
p 11:7 13:19 15:18 16:14 17:13 19:4 20:1,11,16,19 22:7 22:10,18 23:8,17 24:1,10 25:15 51:5 67:2 77:3,4,6 77:23,24 78:22 86:20,24 87:2,15 87:19 89:18,22 91:4 101:4,8 133:4 p.m. 28:8 29:11 70:15,25 84:22,23 150:2 pa 1:24 package 125:11 126:25 page 4:2,18 5:4 6:4,13 11:5,9 12:20,24 17:3,6 22:22 44:4 45:5 47:4,7 62:17 68:2 88:12 90:17 101:4 101:6,7,8			

plans 133:15 plants 9:13 76:14 play 87:5,7 96:9 96:14 please 11:3 39:5 39:14,19 pleasure 112:6 plus 101:22,24 108:1 114:20 point 10:6 16:19 23:17 26:17 28:5 28:15 29:15 44:22 47:8 63:1,25 67:8 68:13 69:2 74:9 89:21 120:9 121:22 141:11 pointed 9:6 73:20 pointing 115:19 points 29:23 39:22 portion 65:15 position 12:3 13:4 13:6,12,13 14:14 14:15,23 22:13 24:24 28:9,15 33:8 37:9 41:12 42:13 51:2 52:8 52:10,13,17 53:2 66:17,20 67:10,20 69:23 70:2 71:8 75:3 85:7,21 86:1 86:2,7,17 87:24 88:16 90:12 91:19 92:11,16,17 121:23 positions 9:19,22 11:18,18 12:2,12 12:16,22 13:3,10 13:25 14:3,5,7 16:11 19:15 38:3 46:15,21 47:25 48:2,2,23 53:19,21	56:13,14,16,17 67:14 69:11 87:14 88:5 140:25 144:13,13 positively 22:17 possibility 33:12 possible 28:25 36:23 post 47:10 147:19 power 9:10,12 76:14 135:5 pp&l 124:5 ppl 1:6 2:10 3:3 5:9,14,17 6:6,17 7:3 9:8 10:7 26:23 27:2,4,4,13,19 29:9,13,18,20 30:1 30:11 32:2,12 37:25 38:3,6,8 43:18,24 52:24 53:7 54:5,15 55:2 55:6 58:6,13 61:6 61:13 64:12 65:5 65:13 76:4,8 77:11 85:9,17 86:3 87:10,24 91:21 92:4,13 93:23 94:21 95:1 97:2,4,10 105:20 110:14 111:14 121:23 122:12 123:25 124:12 133:11 138:12,24 139:10,25 141:1 147:7 ppl's 135:25 pre 48:1 precluding 25:3 preliminary 7:14 preparation 34:23 53:15,16 112:14	prepared 21:24 present 2:17 3:2 17:10 18:3 26:4 26:19 30:20 33:13 presented 22:15 25:9 72:8 presenting 22:5 52:3 president 2:19 75:4,10,20 presumably 30:12 pretty 18:20 29:13 95:6 96:21 previous 48:2 previously 9:10 price 107:5,6,10 107:23 109:1,5 143:4 145:2 146:9 prices 143:5 pricing 106:24 107:3 144:25 primary 22:5 95:7 prime 32:15,16 printed 77:4 101:5 printout 55:12 prior 11:24 29:8 75:16 86:1,4 107:17 110:21 probably 7:20 77:9 102:3,13 108:9 111:15 118:10,13 136:15 problem 18:8 57:11 104:25 problems 114:5 procedural 26:6 36:10 procedure 22:20 24:16 26:7 83:6 procedures 83:22	proceed 26:10 36:13 proceeding 22:2 proceedings 21:4 58:18 91:12 141:7 151:5,6,10 process 17:15 29:24 42:12 82:16 85:9,22,24 production 142:18 productive 116:5 128:12,15,24,25 131:2 142:8,10,11 143:2,9 productivity 113:1 127:17,19 127:23,25 132:4 144:25 professional 6:5 61:5,12 program 119:1 123:5 programs 137:12 progress 137:21 progression 5:6 9:24 11:13 14:15 28:25 39:3,17 40:7,9 44:25 71:9 101:2,14 102:2 prohibit 24:12 projected 35:10 promised 14:3 15:11 promote 13:5 promoted 13:12 68:6,14 139:11 promoting 16:11 20:4 promotion 14:9 15:11 57:5 73:5,9
---	--	---	--

promotional 12:25 promotions 5:18 12:22 13:9 14:12 14:13,18,19,21 15:19 20:15,20 55:18,25 56:7,19 56:24,25 73:3 prompting 64:25 pronounced 48:20 proper 78:14 proposal 5:5 10:4 39:2,6,10,12,15 40:21,23 67:7,15 68:2,3,16 proposed 40:1 proposing 39:16 proskauer 2:6 proskauer.com 2:9 prove 16:21 130:14,15,18 provide 29:9,21 30:2 31:21 34:10 36:15,17 50:15,17 65:10 96:16 105:10 122:17 134:23 135:16 provided 30:2,17 50:15,20 56:4 59:25 61:17 66:7 67:13 79:13 103:3 provides 33:11 65:11 providing 30:5 96:6 provision 17:5 20:7 23:21 78:1 80:12 82:4,20 provisions 78:4 82:17	public 17:25 151:4 151:18 pull 109:22 purpose 57:10 104:6 pursuant 13:22 19:2 put 22:8 24:5,19 31:20 36:4 47:20 62:12 77:25 83:16 99:19,21 103:10 115:2 140:1 putting 34:6 147:4 q qa 107:9,11 118:25 137:12 quality 119:1 125:20,25 quarter 137:9 question 33:14,22 36:24 90:16,25 103:25 123:9,10 126:6,8 127:10,12 127:14 130:22 135:9,17 136:19 questions 65:23 74:17,18 78:24 84:6 90:21 117:24 139:8 141:5 146:22 quick 139:4 quickly 146:16 quite 125:9 141:1 quote 65:5 r r 37:11 151:1 rage 137:16 raised 24:18 34:24 51:5 91:1 143:8	ran 64:1 range 28:7 29:11 111:17 137:4 rate 48:6 53:5 71:4 71:7,11,14 108:1 110:10 111:12,16 111:20 112:22 113:23 116:1,12 117:2,4 120:9 137:5 138:10 142:13 143:20 144:21 146:5,5 rated 40:8 rates 62:18 111:3 111:9 142:25 ratification 12:14 42:11,22 ratio 108:8 145:12 reach 43:7 reached 43:2,23 read 20:8 39:20 reading 110:8 reads 68:17 ready 9:4 21:7 36:13 real 144:4,22 reality 34:8 realize 42:17 really 80:21 92:24 94:13 98:16 realtime 114:11 reason 20:8 31:25 74:11 135:5 145:4 reasonable 32:25 reasons 31:24 rebuttal 36:15,17 recall 38:12,19,23 64:12 66:14 86:21 receipt 148:18 149:12	receipts 38:4 receive 53:3 59:16 received 19:10 55:23,24 56:3 57:24 63:7 112:12 receiving 112:6 recess 36:25 74:15 84:13,22 117:21 139:6 146:19,25 149:6 recognize 66:24 101:8 102:20 108:15 113:14 record 7:8 20:24 37:3 43:15,16 142:1 147:3 148:12 151:10 recorded 151:6 records 15:4 54:4 recovery 65:12 104:7,13 recross 4:14 145:23 redirect 4:8,11,14 83:3 90:23 141:9 reduce 10:20 42:5 106:16 107:19 reduced 76:20,22 79:10,21 89:25 reduces 107:5 redundancy 32:5 65:11 104:7,25 105:5 114:15 refer 10:10 12:7 reference 10:6 15:14 26:24 44:22 49:4 50:7 77:2 88:5 90:14 94:10 148:22 referenced 46:13 51:19 62:25 81:21
--	--	--	--

referencing 11:2 83:13 referred 83:6 referring 64:25 72:11 83:19 88:7 90:5 reflect 100:17 regard 10:11 38:15,22 133:12 133:24 148:20 regarding 43:8,24 149:17 regardless 105:11 123:25 124:2 region 1:23 regions 105:7 rejected 24:4 26:6 relations 3:4 18:1 44:16,17 relative 11:13 relevance 50:10 51:18 131:21,23 138:2 relevant 11:1 34:2 52:6 remain 149:9 remained 18:20 remedy 20:9 remember 136:5 137:22 remote 17:1 renamed 76:13 rep 28:1,2 29:1 37:11,24 41:22 75:21 94:11 repair 129:9 repeat 135:9 repeatedly 25:21 82:2 replace 29:25 30:4 31:21	replaced 78:18 replacing 27:8 31:9 103:21 reply 51:17 reporter 8:14 104:1 reporting 92:8 93:7 114:9 represent 9:6 39:15 41:8 42:4 47:14 53:12 55:10 57:23 59:5 122:15 representation 10:14 representative 2:20 11:20,21,23 12:4 27:20 37:24 38:5,10,15,16 41:17 45:9,16 representatives 121:25 represented 10:2 10:16 58:3 representing 2:10 2:15 7:9,10 request 5:11,12 16:4 26:10 49:17 49:25 50:4,13,24 51:12 52:21 56:5 57:25 59:2 60:1,4 61:18 requested 18:16 59:5,6 79:23 112:15 requesting 20:10 requests 51:3,19 require 18:1 22:12 23:14 25:21 30:22 120:17 required 20:16,19 35:21 67:10,20	104:4 requires 23:13 24:10,11,12,16 129:6 requisite 17:12 resources 44:15 respect 66:3 69:22 87:1 88:24 89:11 89:13 91:3 96:6 96:22 99:25 103:8 103:23 119:25 120:20 121:5 respectfully 19:18 20:9 responded 50:23 response 4:22 8:4 8:6 26:11 39:12 40:23 49:21 50:4 50:5,24 51:17 56:5 57:25 58:6 59:1,25 60:3 61:17 79:21 responses 51:18 responsibility 92:7 responsible 67:9 67:19 92:19 rest 84:14 149:3 restate 127:14 rested 149:9 rests 149:8 result 31:6,17 89:5 96:2 resulted 10:23 12:1 72:22 retain 131:19 retirement 147:18 147:19 reviewed 33:17 34:14	revised 11:13 46:1 rid 126:11 right 7:2,12 9:3 29:7 30:16,22 41:2 42:19 47:6 49:12 51:10 52:7 52:9,18 53:13 54:1 55:11 56:12 56:14 64:3,24 68:19 69:6 70:5 71:23 73:9 78:13 82:10 83:25 84:8 84:24 88:3 90:15 93:6 101:17 102:16 110:25 114:1 120:2 122:8 122:23 123:2,24 124:1,6 125:7 129:13,15,20 130:3,12 139:23 140:14 143:19 144:5 146:20 148:24 149:11,25 rights 21:12 25:16 role 87:1,5,7,12 96:5,9,14 roles 94:5,6 rose 2:6 rotating 70:18 roughly 145:10 round 134:19 route 132:17 routine 19:25 routinely 16:8 routings 93:19 row 113:6,7 115:16,17 rule 128:19
---	---	---	---

s	schedules 149:12	selection 30:10	sets 137:7
salary 71:20	scope 36:18	send 79:23,24	setting 92:22
satisfactory	scranton 11:15	senior 11:22 12:3	settled 10:9
139:15	39:17 56:1 94:1	28:1 46:6 71:10	settlement 78:13
satisfied 69:5	123:9 127:5 135:3	seniority 13:5	seven 16:3,8 17:23
save 36:2 40:21	135:10,19 136:1	sense 16:22	19:23 29:22
saved 35:7 117:11	seal 151:14	sent 41:9 42:3	142:22
132:15	season 31:15	sentence 39:20	sheet 132:23
saving 35:13	95:16,25,25 97:2,5	47:8,12 65:14	shelley 2:21 4:9
savings 111:21,22	97:8 103:13	separate 57:6	48:19 66:14,16
111:24 117:7	seasonal 95:12,14	september 1:12	85:2,8
121:12 143:18	103:12	61:14	shelley's 66:20
145:2 148:8	seasonally 95:17	service 3:3 5:20	shift 11:21,22,25
saying 21:9 27:10	second 17:25 23:5	8:23 9:16,18	18:9 28:9,15
52:2,14 62:5	27:6 29:11 30:7,9	11:20,21,23 12:4	29:12,12 30:9
70:10 102:9	32:13,18 33:4,19	13:20,24 15:1	32:13,16,17,18
105:12 117:10,18	35:20 42:9 47:8,8	16:2 20:3 21:22	33:5,25 34:1,1
122:20 125:20	58:17 68:2 70:9	26:22 28:1,2,4	45:9,11,16,16
130:1,1,8,23	70:14 71:11 94:1	29:1,10,21,22	69:22 70:2,9,14,17
133:16 135:18	109:4 113:4	30:11 34:1,10	94:11,17,18 116:6
140:14 144:3,20	115:18 118:16	38:5,10,15,23 45:8	116:8 120:15,17
148:3	141:6 142:14	45:15 46:17 47:7	120:20,21 143:3
says 11:11 12:11	secretary 2:19	48:4,7,8 54:16	shifts 35:20,23
13:6 14:9 17:9	section 16:16 17:5	55:7 56:10,15,20	60:20 70:6,9
23:20 39:15,15	20:12 22:19,21	56:21,22 57:20	106:6 120:15
42:20 46:1,8 49:2	23:1,8,10,11 25:18	58:1,7 59:14 60:5	135:16
49:2 53:14 56:10	77:25 78:5,6,9,10	62:1 64:14 65:9	short 20:1 85:19
56:12 57:9 67:11	78:10 80:25 82:23	65:16 71:8,8	shorthand 151:7
69:16 73:6 78:8	82:24 83:7,8,18	73:10,10 76:14	show 14:2 15:4
78:13 80:11 82:22	sections 83:15	91:21 92:5,6,9	17:11 18:15 64:16
104:2 106:23	security 35:20	93:5,10,13 94:11	72:8 88:1 99:22
110:10 114:2	see 15:8 23:9,9,11	95:19,20 100:25	100:14 101:3
122:7 142:21	35:25 53:24 88:6	121:24 122:14	102:19 113:9
146:4,12	95:17,21 97:9	133:11 138:11	142:3
scale 9:19 12:1	103:14,16 111:17	141:16	shown 100:15
48:1 129:18	114:10 126:13	services 1:6 2:10	shows 17:19 35:12
scaled 9:22 12:3	132:20,24 146:14	6:5 7:4 28:19,20	36:5 44:25 118:13
schedule 70:19	seen 128:18,21,22	61:5,12	118:15
106:23	select 102:14	set 67:14 89:16	shut 135:11,13
scheduled 1:19	selected 27:2	90:4 100:25	side 14:10 55:11
135:15	99:18 102:16		76:5 114:2

sided 61:23 signature 44:9,10 44:19,20 102:22 102:23,25 151:17 signed 22:25 43:9 44:5,8 65:6 81:11 significant 21:18 significantly 131:19 simple 125:9,13 simply 26:4 27:7 103:21 124:22 148:21 simultaneously 136:2 single 113:17 sir 82:1 87:25 90:6 sit 104:9 site 97:15 sites 114:15 sitting 81:7 situation 17:20 19:19 six 9:10 11:18 14:11 42:22 57:7 57:9,15 73:22 74:2,7 75:21 137:11,18 140:6 142:22 size 72:8 101:5 sized 132:23 skill 48:10 114:10 137:7 skills 17:9,12,16 17:20 30:19 68:15 105:19 138:22,24 139:1,2 skip 72:5 skipped 102:15 skonier 2:2	slot 78:9,9 small 85:19 smart 16:25 solutions 1:23 10:7 27:4,13 29:9 29:18 95:1 97:2,4 110:14 111:14 somebody 99:4,13 99:15 138:17 somewhat 129:25 sorry 44:24 47:23 48:3 62:12 63:25 132:20 144:23 sort 102:15 109:7 110:13 sounds 84:15 speaking 128:5 speaks 48:25 64:6 123:19 spec 42:13 69:10 88:14,24 89:1 90:12 specific 68:25 69:5 80:10 81:22 82:17 95:21 100:4 120:19 149:15 specifically 47:22 47:23 66:14 81:21 81:24 105:17 specify 22:25 83:7 specs 69:13 spend 19:11 35:1 122:12 spending 19:13 spinoff 76:5 spread 115:6,7 148:14 spreadsheet 5:14 5:15,17,18,20,22 5:23 6:15 53:3,8 54:10 55:3,19	57:20 58:23 59:21 112:21 113:6,11 113:18 spreadsheets 72:12 spring 29:20 springtime 31:14 square 2:7 sr.'s 44:10 staff 5:20,23 31:18 57:20 58:1 59:22 60:4 70:19,20 89:19 106:2 127:23 138:23 140:15 staffed 13:21 27:20 70:24 94:2 staffing 5:15 6:16 12:10,11,21 40:11 48:23 54:10,15 67:10,20 78:14,17 87:23 93:1 96:16 105:11 133:10,14 133:23 134:1,19 141:24 142:5 143:16 stair 137:7 standard 108:9 standing 151:4 start 22:14 31:15 60:23 88:24 92:13 100:5 106:19 120:4,9 137:20 139:20,24 started 38:7 58:13 76:12 84:25 107:23 112:20 134:4,8 starting 120:8 state 7:8 37:8 47:22 49:9 61:25	75:2 85:6 91:18 128:24 stated 57:5 59:9 66:6 statement 38:20 46:14 77:3 78:16 125:24 states 11:16 12:24 13:12 22:21 23:23 42:11 44:4 47:9 49:8 53:18 57:4 65:5,8 67:8,18 68:5,13 83:7 status 53:4 stay 138:18 stayed 18:19 steno 38:4 stenographer 8:9 step 79:16,19,25 137:8 stepped 137:7 steps 9:23,25 steve 8:22 74:21 steven 2:19 4:6 74:23 75:4 steward 2:20,21 stewards 80:20 81:16 stipulate 57:13 77:20 138:3 stipulation 41:20 147:2 stop 33:19 60:23 100:5 store 98:18,19 storm 135:14 straight 31:2,3,5 79:5,18 106:9 113:8 street 2:13
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